

1 UNITED STATES BANKRUPTCY COURT

2 SOUTHERN DISTRICT OF NEW YORK

3 Case No. 08-13555-scc

4 - - - - -x

5 In the Matter of:

6

7 LEHMAN BROTHERS HOLDINGS INC.

8 Debtors.

9 - - - - -x

10 Adv. Case No. 16-01019-scc

11 - - - - -x

12 LEHMAN BROTHERS HOLDINGS INC.

13 Plaintiff,

14 v.

15 1ST ADVANTAGE MORTGAGE, L.L.C. et al.,

16 Defendants.

17 - - - - -x

18 Adv. Case No. 16-01001-sec

19 - - - - -x

20 LEHMAN BROTHERS HOLDINGS INC.,

21 Plaintiff,

22 v.

23 STEARNS LENDING. LLC,

24 Defendants.

25 - - - - -x

1 Adv. Case No. 16-01002-SCC

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.,

4 Plaintiff,

5 v.

6 STANDARD PACIFIC MORTGAGE, INC.,

7 Defendants.

8 - - - - -x

9 Adv. Case No. 16-01003-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.,

12 Plaintiff,

13 v.

14 AMERICAN BANK et al.,

15 Defendants.

16 - - - - -x

17 Adv. Case No. 16-01283-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.,

20 Plaintiff,

21 v.

22 IMORTGAGE.COM, INC. et al.,

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 16-01284-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.,

4 Plaintiff,

5 v.

6 APPROVED FUNDING CORP.,

7 Defendants.

8 - - - - -x

9 Adv. Case No. 16-01285-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.,

12 Plaintiff,

13 v.

14 BANK OF ENGLAND,

15 Defendants.

16 - - - - -x

17 Adv. Case No. 16-01286-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.,

20 Plaintiff,

21 BROADVIEW MORTGAGE CORPORATION, v.

22

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 16-01287-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.,

4 Plaintiff,

5 v.

6 CHERRY CREEK MORTGAGE CO., INC.

7 Defendants.

8 - - - - -x

9 Adv. Case No. 16-01288-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.,

12 Plaintiff,

13 v.

14 CORNERSTONE MORTGAGE, INC.,

15 Defendants.

16 - - - - -x

17 Adv. Case No. 16-01289-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.,

20 Plaintiff,

21 v.

22 FIRST BANK,

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 16-01290-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.,
4 Plaintiff,
5 v.
6 FIRST MORTGAGE CORPORATION,
7 Defendants.
8 - - - - -x
9 Adv. Case No. 16-01291-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.,
12 Plaintiff,
13 v.
14 GATEWAY MORTGAGE GROUP, LLC,
15 Defendants.
16 - - - - -x
17 Adv. Case No. 16-01292-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.,
20 Plaintiff,
21 v.
22 GUARANTEED RATE, INC.,
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 16-01293-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.,

4 Plaintiff,

5 v.

6 PARAMOUNT RESIDENTIAL MORTGAGE GROUP., INC.,

7 Defendants.

8 - - - - -x

9 Adv. Case No. 16-01294-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.,

12 Plaintiff,

13 v.

14 SHEA MORTGAGE INC.,

15 Defendants.

16 - - - - -x

17 Adv. Case No. 16-01295-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.,

20 Plaintiff,

21 v.

22 SUBURBAN MORTGAGE, INC.

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 16-01296-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.,

4 Plaintiff,

5 v.

6 SUN AMERICAN MORTGAGE COMPANY,

7 Defendants.

8 - - - - -x

9 Adv. Case No. 16-01297-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.,

12 Plaintiff,

13 v.

14 UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC,

15 Defendants.

16 - - - - -x

17 Adv. Case No. 16-01298-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.,

20 Plaintiff,

21 v.

22 OAKTREE FUNDING CORP.,

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 16-01299-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.,

4 Plaintiff,

5 v.

6 NEW FED MORTGAGE CORP.,

7 Defendants.

8 - - - - -x

9 Adv. Case No. 16-01300-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.,

12 Plaintiff,

13 v.

14 AMERICAN HOME EQUITY CORPORATION,

15 Defendants.

16 - - - - -x

17 Adv. Case No. 16-01301-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.,

20 Plaintiff,

21 v.

22 MEGASTAR FINANCIAL CORP.,

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 16-01302-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.,

4 Plaintiff,

5 v.

6 BONDCORP REALITY SERVICES INC.,

7 Defendants.

8 - - - - -x

9 Adv. Case No. 16-01303-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.,

12 Plaintiff,

13 v.

14 CITY FIRST MORTGAGE SERVICES, L.L.C.,

15 Defendants.

16 - - - - -x

17 Adv. Case No. 16-01304-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.,

20 Plaintiff,

21 v.

22 MEGA CAPITAL FUNDING, INC.,

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 16-01305-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.,
4 Plaintiff,
5 v.
6 FIRST EQUITY MORTGAGE BANKERS, INC.
7 Defendants.
8 - - - - -x
9 Adv. Case No. 16-01306-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.,
12 Plaintiff,
13 v.
14 CRESTLINE FUNDING CORPORATION,
15 Defendants.
16 - - - - -x
17 Adv. Case No. 16-01307-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 FIRST RESIDENTIAL MORTGAGE SERVICES CORPORATION,
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 16-01308-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 PARKSIDE LENDING, LLC,
7 Defendants.
8 - - - - -x
9 Adv. Case No. 16-01309-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 LOAN SIMPLE, INC. F/K/A ASCENT HOME LOANS INC.,
15 Defendants.
16 - - - - -x
17 Adv. Case No. 16-01311-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 ATLANTIC BAY MORTGAGE GROUP, L.L.C.,
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 16-01312-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 AURORA FINANCIAL, LLC F/K/A AURORA MORTGAGE, LLC,

7 Defendants.

8 - - - - -x

9 Adv. Case No. 16-01313-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 FIRST CALIFORNIA MORTGAGE COMPANY,

15 Defendants.

16 - - - - -x

17 Adv. Case No. 16-01314-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 SOUTHEAST FUNDING ALLIANCE, INC.,

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 16-01316-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 STERLING NATIONAL MORTGAGE COMPANY, INC.,
7 Defendants.
8 - - - - -x
9 Adv. Case No. 16-01317-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 HARTLAND MORTGAGE CENTERS, INC.,
15 Defendants.
16 - - - - -x
17 Adv. Case No. 16-01318-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 MORTGAGE CAPITAL ASSOCIATES, INC.,
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 16-01319-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 HOME LOAN MORTGAGE CORPORATION,

7 Defendants.

8 - - - - -x

9 Adv. Case No. 16-01320-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 LAKELAND MORTGAGE CORPORATION,

15 Defendants.

16 - - - - -x

17 Adv. Case No. 16-01322-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 MARIBELLA MORTGAGE, LLC,

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 16-01324-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 ROSS MORTGAGE CORPORATION,
7 Defendants.
8 - - - - -x
9 Adv. Case No. 16-01325-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 SECURITY NATIONAL MORTGAGE COMPANY,
15 Defendants.
16 - - - - -x
17 Adv. Case No. 16-01326-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 WR STARKEY MORTGAGE, LLP,
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 16-01327-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 NATIONAL FUNDING COMPANY, LLC,

7 Defendants.

8 - - - - -x

9 Adv. Case No. 16-01330-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 ORO REAL, INC.,

15 Defendants.

16 - - - - -x

17 Adv. Case No. 16-01331-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 THE LENDING COMPANY, INC.,

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 16-01332-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 CMG MORTGAGE, INC.,
7 Defendants.
8 - - - - -x
9 Adv. Case No. 16-01333-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 WINDSOR CAPITAL MORTGAGE CORPORATION,
15 Defendants.
16 - - - - -x
17 Adv. Case No. 16-01334-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 MC ADVANTAGE, LLC, F/K/A REPUBLIC MORTGAGE HOME LO,
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 16-01335-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 POPULAR MORTGAGE CORP.,
7 Defendants.
8 - - - - -x
9 Adv. Case No. 16-01337-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 LOAN CORRESPONDENTS, INC.,
15 Defendants.
16 - - - - -x
17 Adv. Case No. 16-01339-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 NORTH ATLANTIC MORTGAGE CORPORATION,
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 16-01341-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 SIERRA PACIFIC MORTGAGE COMPANY, INC.,

7 Defendants.

8 - - - - -x

9 Adv. Case No. 16-01342-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 HOME LOAN CENTER, INC.,

15 Defendants.

16 - - - - -x

17 Adv. Case No. 16-01343-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 RESPONSE MORTGAGE SERVICES., INC.

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 16-01344-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 HOME CAPITAL FUNDING, D/B/A SECURITY ONE LENDING,
7 Defendants.
8 - - - - -x
9 Adv. Case No. 16-01345-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 DIRECTORS MORTGAGE, INC.,
15 Defendants.
16 - - - - -x
17 Adv. Case No. 16-01346-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 WEI MORTGAGE LLC F/K/A WEI MORTGAGE CORPORATION,
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 16-01347-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 AMERICAN LENDING NETWORK, INC.,
7 Defendants.
8 - - - - -x
9 Adv. Case No. 16-01349-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 MOUNTAIN WEST FINANCIAL, INC.,
15 Defendants.
16 - - - - -x
17 Adv. Case No. 16-01350-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 SACRAMENTO 1ST MORTGAGE, INC., INDIVIDUALLY AND AS
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 16-01351-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 ARLINGTON CAPITAL MORTGAGE CORPORATION, ET AL.,
7 Defendants.
8 - - - - -x
9 Adv. Case No. 16-01353-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 PMAC LENDING SERVICES, INC., INDIVIDUALLY AND AS
15 Defendants.
16 - - - - -x
17 Adv. Case No. 16-01354-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 THE MORTGAGE STORE FINANCIAL, INC.,
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 16-01357-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 SANTANDER BANK, N.A., F/K/A SOVEREIGN BANK, FSB,
7 Defendants.
8 - - - - -x
9 Adv. Case No. 16-01358-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 SUNSET MORTGAGE COMPANY L.P., et al.
15 Defendants.
16 - - - - -x
17 Adv. Case No. 16-01359-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 CTX MORTGAGE COMPANY, LLC,
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 16-01360-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 DIVERSIFIED CAPITAL FUNDING, INC., ET AL,

7 Defendants.

8 - - - - -x

9 Adv. Case No. 16-01361-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 RESIDENTIAL HOME FUNDING CORP.,

15 Defendants.

16 - - - - -x

17 Adv. Case No. 16-01363-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 GATEWAY BANK, F.S.B.,

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 16-01364-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 CIRCLE ONE MORTGAGE COMPANY, ET AL.,
7 Defendants.
8 - - - - -x
9 Adv. Case No. 16-01365-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 REPUBLIC STATE MORTGAGE CO.
15 Defendants.
16 - - - - -x
17 Adv. Case No. 16-01367-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 CAPITAL BANK CORPORATION
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 16-01369-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 WINTRUST MORTGAGE CORPORATION

7 Defendants.

8 - - - - -x

9 Adv. Case No. 16-01370-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 WJ CAPITAL CORPORATION et al

15 Defendants.

16 - - - - -x

17 Adv. Case No. 16-01371-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 WINSTAR MORTGAGE PARTNERS, INC.

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 16-01373-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 FREEDOM MORTGAGE CORPORATION
7 Defendants.
8 - - - - -x
9 Adv. Case No. 16-01374-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 DHI MORTGAGE COMPANY, LTD.
15 Defendants.
16 - - - - -x
17 Adv. Case No. 16-01376-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 BWC MORTGAGE SERVICES ET AL
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 16-01377-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 1 AM, LLC F/K/A 1ST ADVANTAGE MORTGAGE et al

7 Defendants.

8 - - - - -x

9 Adv. Case No. 16-01378-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 AMERICA'S MORTGAGE ALLIANCE, INC. et al

15 Defendants.

16 - - - - -x

17 Adv. Case No. 16-01379-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 FIRST CAPITAL GROUP, L.P. et al

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 16-01382-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 FAIRMONT FUNDING LTD.
7 Defendants.
8 - - - - -x
9 Adv. Case No. 16-01383-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 EAGLE MORTGAGE HOLDINGS, LLC
15 Defendants.
16 - - - - -x
17 Adv. Case No. 17-01001-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 GUILD MORTGAGE COMPANY
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 18-01695-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 1ST 2ND MORTGAGE COMPANY OF N.J., INC.
7 Defendants.
8 - - - - -x
9 Adv. Case No. 18-01696-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 ALL HOME LENDING, INC.
15 Defendants.
16 - - - - -x
17 Adv. Case No. 18-01697-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 AMERICAN CAPITAL MORTGAGE, INC.
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 18-01698-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 AMERICAN INTERBANC MORTGAGE, LLC
7 Defendants.
8 - - - - -x
9 Adv. Case No. 18-01699-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 COLONIAL SAVINGS, F.A.
15 Defendants.
16 - - - - -x
17 Adv. Case No. 18-01700-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 COLORADO FEDERAL SAVINGS BANK
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 18-01701-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 FIRST CREDIT UNION

7 Defendants.

8 - - - - -x

9 Adv. Case No. 18-01702-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 FIRST GUARANTY MORTGAGE CORP.

15 Defendants.

16 - - - - -x

17 Adv. Case No. 18-01704-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 FIRST INDEPENDENT MORTGAGE COMPANY

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 18-01705-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 GENPACT MORTGAGE SERVICES, INC.
7 Defendants.
8 - - - - -x
9 Adv. Case No. 18-01706-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 VICTORIA CAPITAL, INC.
15 Defendants.
16 - - - - -x
17 Adv. Case No. 18-01707-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 GEORGE MASON MORTGAGE LLC
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 18-01708-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 GFI MORTGAGE BANKERS, INC.

7 Defendants.

8 - - - - -x

9 Adv. Case No. 18-01709-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 MASON MCDUFFIE MORTGAGE CORPORATION

15 Defendants.

16 - - - - -x

17 Adv. Case No. 18-01710-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 MERRIMACK MORTGAGE COMPANY, INC.

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 18-01711-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 GRAND BANK, NA CORP.
7 Defendants.
8 - - - - -x
9 Adv. Case No. 18-01712-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 NETWORK MORTGAGE SERVICES, INC.
15 Defendants.
16 - - - - -x
17 Adv. Case No. 18-01713-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 BANC OF CALIFORNIA, INC.
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 18-01714-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 NOVA FINANCIAL & INVESTMENT CORPORATION
7 Defendants.
8 - - - - -x
9 Adv. Case No. 18-01715-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 LHM FINANCIAL CORPORATION
15 Defendants.
16 - - - - -x
17 Adv. Case No. 18-01716-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 ON Q FINANCIAL, INC.
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 18-01717-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 LUXURY MORTGAGE CORP.

7 Defendants.

8 - - - - -x

9 Adv. Case No. 18-01718-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 RBC CENTURA BANK

15 Defendants.

16 - - - - -x

17 Adv. Case No. 18-01719-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 AMERICAN HOME BANK, N.A., a DIVISION OF GRAYSTONE

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 18-01720-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 RMS & ASSOCIATES

7 Defendants.

8 - - - - -x

9 Adv. Case No. 18-01721-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 SEATTLE BANK F/K/a SEATTLE SAVINGS BANK

15 Defendants.

16 - - - - -x

17 Adv. Case No. 18-01722-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 SKYLINE FINANCIAL CORP.

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 18-01723-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 WEBSTER BANK N.A.
7 Defendants.
8 - - - - -x
9 Adv. Case No. 18-01724
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 BALTIMORE AMERICAN MORTGAGE CORPORATION INC.
15 Defendants.
16 - - - - -x
17 Adv. Case No. 18-01724-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 BALTIMORE AMERICAN MORTGAGE CORPORATION INC.
23 Defendants.
24 - - - - -x
25

1	Adv. Case No. 18-01726-scc
---	----------------------------

2 - - - - - x

3 | LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5	v.
---	----

6 SOUTHERN FIDELITY MORTGAGE, LLC

7 Defendants.

8	- - - - - x
---	----------------

9 Adv. Case No. 18-01727-scc

10	- - - - - x
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11	LEHMAN BROTHERS HOLDINGS INC.
----	-------------------------------

12 Plaintiff,

13	v.
----	----

14	SYNOVUS MORTGAGE CORP.
----	------------------------

Defendants.

16	- - - - - x
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17	Adv. Case No. 18-01728-scc
----	----------------------------

18	- - - - - x
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19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21	v.
----	----

22	TEXAS CAPITAL BANK, NA
----	------------------------

23 Defendants.

24 - - - - -x

1 Adv. Case No. 18-01729-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 THE MORTGAGE HOUSE, INC.

7 Defendants.

8 - - - - -x

9 Adv. Case No. 18-01730-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 UNION MORTGAGE GROUP, INC.

15 Defendants.

16 - - - - -x

17 Adv. Case No. 18-01731-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 JERSEY MORTGAGE COMPANY OF NEW JERSEY, INC.

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 18-01732-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 UNITED BANK,

7 Defendant.

8 - - - - -x

9 Adv. Case No. 01733-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 GROUP 2000 REAL ESTATE SERVICES, INC.

15 Defendants.

16 - - - - -x

17 Adv. Case No. 18-01734-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 VITEK REAL ESTATE INDUSTRIES GROUP, INC.

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 18-01735-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 SUN WEST MORTGAGE COMPANY, INC.

7 Defendants.

8 - - - - -x

9 Adv. Case No. 18-01736-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 SALEM FIRE MORTGAGE COMPANY, LLC

15 Defendants.

16 - - - - -x

17 Adv. Case No. 18-01737-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 MONARCH FUNDING CORP.,

23 Defendant.

24 - - - - -x

25

1 Adv. Case No. 18-01738-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 ALLIANCE MORTGAGE BANKING, CORP.
7 Defendants.
8 - - - - -x
9 Adv. Case No. 18-01739-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 LENDUS, LLC, AS SUCCESSOR BY MERGER TO NL, INC.,
15 Defendants.
16 - - - - -x
17 Adv. Case No. 18-01740-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 MORTGAGE WORLD BANKERS, INC.
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 18-01741-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 RBC MORTGAGE COMPANY

7 Defendants.

8 - - - - -x

9 Adv. Case No. 18-01742-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 SUMMIT FUNDING, INC.

15 Defendants.

16 - - - - -x

17 Adv. Case No. 18-01743-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 SUTTON BANK

23 Defendant.

24 - - - - -x

25

1 Adv. Case No. 18-01744-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 GREENWICH HOME MORTGAGE CORP.

7 Defendants.

8 - - - - -x

9 Adv. Case No. 18-01745-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 THE MORTGAGE FIRM, INC.

15 Defendants.

16 - - - - -x

17 Adv. Case No. 18-01746-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 WALL STREET MORTGAGE BANKERS, LTD.

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 18-01747-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 TBI MORTGAGE COMPANY f/k/a WESTMINSTER MORTGAGE CO
7 Defendants.
8 - - - - -x
9 Adv. Case No. 18-01748-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 MARKET STREET MORTGAGE CORP.
15 Defendants.
16 - - - - -x
17 Adv. Case No. 18-01750-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 JUST MORTGAGE, INC.
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 18-01751-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 COVINO & COMPANY, INC.
7 Defendants.
8 - - - - -x
9 Adv. Case No. 18-01752-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 HOMEWARD RESIDENTIAL, INC.
15 Defendants.
16 - - - - -x
17 Adv. Case No. 18-01753-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 CHOICE MORTGAGE BANK, INC.
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 18-01754-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 GOLDWATER BANK, N.A.
7 Defendants.
8 - - - - -x
9 Adv. Case No. 18-01755-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 BRANCH BANKING AND TRUST COMPANY
15 Defendants.
16 - - - - -x
17 Adv. Case No. 18-01756-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 EMBRACE HOME LOANS, INC. f/k/a ADVANCED FINANCIAL
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 18-01757-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 ACCESS NATIONAL BANK
7 Defendants.
8 - - - - -x
9 Adv. Case No. 18-01758-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 EQUITY MORTGAGE, LLC
15 Defendants.
16 - - - - -x
17 Adv. Case No. 18-01759-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 FIRST HORIZON HOME LOAN CORPORATION
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 18-01760-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 AMERIS BANK
7 Defendants.
8 - - - - -x
9 Adv. Case No. 18-01761-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 BANCO POPULAR NORTH AMERICA
15 Defendants.
16 - - - - -x
17 Adv. Case No. 18-01762-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 E-LOAN, INC.
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 18-01763-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 FLAGSTAR CAPITAL MARKETS CORPORATION et al.

7 Defendants.

8 - - - - -x

9 Adv. Case No. 18-01764-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 MOUNTAIN AMERICA FINANCIAL SERVICES, LLC et al.

15 Defendants.

16 - - - - -x

17 Adv. Case No. 18-01766-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 MORTGAGE SERVICES III, LLC et al.

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 18-01790-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 APPROVED FUNDING CORP.
7 Defendants.
8 - - - - -x
9 Adv. Case No. 18-01791-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 LOAN SIMPLE, INC. f/k/a ASCENT HOME LOANS, INC. f/
15 Defendants.
16 - - - - -x
17 Adv. Case No. 18-01792-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 BONDCORP REALTY SERVICES INC.
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 18-01793-scc
2 - - - - -x
3 LEHMAN BROTHERS HOLDINGS INC.
4 Plaintiff,
5 v.
6 BROADVIEW MORTGAGE CORPORATION
7 Defendants.
8 - - - - -x
9 Adv. Case No. 18-01795-scc
10 - - - - -x
11 LEHMAN BROTHERS HOLDINGS INC.
12 Plaintiff,
13 v.
14 CHERRY CREE MORTGAGE CO., INC.
15 Defendants.
16 - - - - -x
17 Adv. Case No. 18-01796-scc
18 - - - - -x
19 LEHMAN BROTHERS HOLDINGS INC.
20 Plaintiff,
21 v.
22 CMG MORTGAGE, INC. et al.
23 Defendants.
24 - - - - -x
25

1 Adv. Case No. 18-01797-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 FIRST CALIFORNIA MORTGAGE COMPANY

7 Defendants.

8 - - - - -x

9 Adv. Case No. 18-01798-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 FIRST MORTGAGE CORPORATION

15 Defendants.

16 - - - - -x

17 Adv. Case No. 18-01799-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 GUARANTEED RATE, INC. d/b/a GUARANTEED RATE.COM

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 18-01800-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 HARTLAND MORTGAGE CENTERS, INC.

7 Defendants.

8 - - - - -x

9 Adv. Case No. 18-01801-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 MEGA CAPITAL FUNDING, INC.

15 Defendants.

16 - - - - -x

17 Adv. Case No. 18-01804-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 MEGASTAR FINANCIAL CORP.

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 18-01806-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 NEW FED MORTGAGE, CORP.

7 Defendants.

8 - - - - -x

9 Adv. Case No. 18-01808-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 OAKTREE FUNDING CORP.

15 Defendants.

16 - - - - -x

17 Adv. Case No. 18-01811-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 MC ADVANTAGE, LLC, f/k/a REPUBLIC MORTGAGE HOME LO

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 18-01813-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 REPUBLIC STATE MORTGAGE CO., individually and as s

7 Defendants.

8 - - - - -x

9 Adv. Case No. 18-01815-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 RESIDENTIAL HOME FUNDING CORP.

15 Defendants.

16 - - - - -x

17 Adv. Case No. 18-01818-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 RESPONSE MORTGAGE SERVICES, INC.

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 18-01819-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 SECURITYNATIONAL MORTGAGE COMPANY

7 Defendants.

8 - - - - -x

9 Adv. Case No. 18-01820-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 WINTRUST MORTGAGE COMPANY, as successor by mer

15 Defendants.

16 - - - - -x

17 Adv. Case No. 18-01821-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 SIERRA PACIFIC MORTGAGE COMPANY, INC.

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 18-01823-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 BWC MORTGAGE SERVICES et al.

7 Defendants.

8 - - - - -x

9 Adv. Case No. 18-01824-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 STERLING NATIONAL MORTGAGE COMPANY, INC.

15 Defendants.

16 - - - - -x

17 Adv. Case No. 18-01825-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 SUBURBAN MORTGAGE, INC.

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 18-01826-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 SUN AMERICAN MORTGAGE COMPANY

7 Defendants.

8 - - - - -x

9 Adv. Case No. 18-01827-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 WR STARKEY MORTGAGE, LLP

15 Defendants.

16 - - - - -x

17 Adv. Case No. 18-01828-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 WINDSOR CAPITAL MORTGAGE CORPORATION

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 18-01829-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 CIRCLE ONE MORTGAGE COMPANY et al.

7 Defendants.

8 - - - - -x

9 Adv. Case No. 18-01830-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 DITECH FINANCIAL LLC, as successor to merger to DI

15 Defendants.

16 - - - - -x

17 Adv. Case No. 18-01831-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 ROSS MORTGAGE CORPORATION

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 18-01839-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 IMORTGAGE.COM, INC. et al.

7 Defendants.

8 - - - - -x

9 Adv. Case No. 18-01840-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 ARLINGTON CAPITAL MORTGAGE CORPORATION et al.

15 Defendants.

16 - - - - -x

17 Adv. Case No. 18-01842-scc

18 - - - - -x

19 LEHMAN BROTHERS HOLDINGS INC.

20 Plaintiff,

21 v.

22 PMAC LENDING SERVICES, INC., individually and as s

23 Defendants.

24 - - - - -x

25

1 Adv. Case No. 18-01866-scc

2 - - - - -x

3 LEHMAN BROTHERS HOLDINGS INC.

4 Plaintiff,

5 v.

6 GUILD MORTGAGE COMPANY individually and as success

7 Defendants.

8 - - - - -x

9 Adv. Case No. 18-01867-scc

10 - - - - -x

11 LEHMAN BROTHERS HOLDINGS INC.

12 Plaintiff,

13 v.

14 AMERICAN BANK et al.

15 Defendants.

16 - - - - -x

17

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1 United States Bankruptcy Court
2 One Bowling Green
3 New York, NY 10004
4

5 March 7, 2019
6 11:07 AM
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20

21 B E F O R E :

22 HON SHELLEY C. CHAPMAN

23 U.S. BANKRUPTCY JUDGE
24

25 ECRO: MATTHEW

1 HEARING RE

2

3 08-13555-scc Lehman Brothers Holdings Inc.

4 Doc #59501 Motion to Withdraw as Attorney of Record for

5 Bondcorp Realty Services Inc. filed by Tracy Lee Henderson

6 on behalf of Bondcorp Realty Services Inc

7

8 08-13555-scc Lehman Brothers Holdings Inc.

9 Doc #59550 Motion to Withdraw as Attorney of Record for

10 Americas Mortgage, LLC and Americas Mortgage Alliance, Inc.

11 filed by Meshach Y Rhoades

12

13 Adversary proceeding: 16-01019-scc Lehman Brothers Holdings

14 Inc. v. 1st Advantage Mortgage, L.L.C. et al

15 Status Conference

16

17 Adversary proceeding: 16-01019-scc Lehman Brothers Holdings

18 Inc. v. 1st Advantage Mortgage, L.L.C. et al

19 Doc #779 Motion to Withdraw as Attorney of Record for

20 Bondcorp Realty Services Inc. filed by Tracy Lee Henderson

21

22 Adversary proceeding: 16-01019-scc Lehman Brothers Holdings

23 Inc. v. 1st Advantage Mortgage, L.L.C. et al

24 Doc #794 Motion to Withdraw as Attorney as Counsel of Record

25 for Americas Mortgage, LLC and Americas Mortgage Alliance,

1 Inc. filed by Meshach Y Rhoades

2

3 Adversary proceeding: 16-01019-scc Lehman Brothers Holdings

4 Inc. v. 1st Advantage Mortgage, L.L.C. et al

5 Doc #704 Defendants' Motion to Consolidate Adversary

6 Proceedings and Incorporated Memorandum of Law filed by Enza

7 Boderone on behalf of Eagle Home Mortgage, LLC, Universal

8 American Mortgage Company, LLC

9

10 Adversary proceeding: 16-01001-sec Lehman Brothers Holdings

11 Inc. v. Stearns Lending, LLC

12 Doc# 61 Notice of Hearing

13

14 Adversary proceeding: 16-01002-scc Lehman Brothers Holdings

15 Inc. v. Standard Pacific Mortgage, Inc.

16 Doc# 90 Notice of Hearing

17

18 Adversary proceeding: 16-01003-scc Lehman Brothers Holdings

19 Inc. v. American Bank et al

20 Doc# 109 Notice of Hearing

21

22 Adversary proceeding: 16-01283-scc Lehman Brothers Holdings

23 Inc. v. Imortgage.com, Inc. et al

24 Doc# 44 Notice of Hearing

25

1 Adversary proceeding: 16-01284-scc Lehman Brothers Holdings
2 Inc. v. Approved Funding Corp.

3 Doc# 56 Notice of Hearing
4

5 Adversary proceeding: 16-01285-scc Lehman Brothers Holdings
6 Inc. v. Bank of England

7 Doc# 32 Notice of Hearing
8

9 Adversary proceeding: 16-01286-scc Lehman Brothers Holdings
10 Inc. v. Broadview Mortgage Corporation

11 Doc# 56 Notice of Hearing
12

13 Adversary proceeding: 16-01287-scc Lehman Brothers Holdings
14 Inc. v. Cherry Creek Mortgage Co., Inc.

15 Doc# 48 Notice of Hearing
16

17 Adversary proceeding: 16-01288-scc Lehman Brothers Holdings
18 Inc. v. Cornerstone Mortgage, Inc.

19 Doc# 39 Notice of Hearing
20

21 Adversary proceeding: 16-01289-scc Lehman Brothers Holdings
22 Inc. v. First Bank Doc# 44 Notice of Hearing
23

24 Adversary proceeding: 16-01290-scc Lehman Brothers Holdings
25 Inc. v. First Mortgage Corporation

1 Doc# 56 Notice of Hearing

2

3 Adversary proceeding: 16-01291-scc Lehman Brothers Holdings
4 Inc. v. Gateway Mortgage Group, LLC

5 Doc# 33 Notice of Hearing

6

7 Adversary proceeding: 16-01292-scc Lehman Brothers Holdings
8 Inc. v. Guaranteed Rate, Inc.

9 Doc# 51 Notice of Hearing

10

11 Adversary proceeding: 16-01293-scc Lehman Brothers Holdings
12 Inc. v. Paramount Residential Mortgage Group, Inc.

13 Doc# 32 Notice of Hearing

14

15 Adversary proceeding: 16-01294-scc Lehman Brothers Holdings
16 Inc. v. Shea Mortgage Inc.

17 Doc# 32 Notice of Hearing

18

19 Adversary proceeding: 16-01295-scc Lehman Brothers Holdings
20 Inc. v. Suburban Mortgage, Inc.

21 Doc# 54 Notice of Hearing

22

23 Adversary proceeding: 16-01296-scc Lehman Brothers Holdings
24 Inc. v. Sun American Mortgage Company

25 Doc# 55 Notice of Hearing

1 Adversary proceeding: 16-01297-scc Lehman Brothers Holdings
2 Inc. v. Universal American Mortgage Company, LLC
3 Doc# 49 Notice of Hearing

4
5 Adversary proceeding: 16-01298-scc Lehman Brothers Holdings
6 Inc. v. Oaktree Funding Corp.

7 Doc# 55 Notice of Hearing

8
9 Adversary proceeding: 16-01299-scc Lehman Brothers Holdings
10 Inc. v. New Fed Mortgage Corp.

11 Doc# 55 Notice of Hearing

12
13 Adversary proceeding: 16-01300-scc Lehman Brothers Holdings
14 Inc. v. American
15 Home Equity Corporation

16 Doc# 28 Notice of Hearing

17
18 Adversary proceeding: 16-01301-scc Lehman Brothers Holdings
19 Inc. v. MegaStar Financial Corp.

20 Doc# 35 Notice of Hearing

21
22 Adversary proceeding: 16-01302-scc Lehman Brothers Holdings
23 Inc. v. Bondcorp Realty Services Inc.

24 Doc #46 Motion to Withdraw as Attorney of Record for

25 Bondcorp Realty Services Inc. filed by Tracy Lee Henderson

1 Adversary proceeding: 16-01302-scc Lehman Brothers Holdings
2 Inc. v. Bondcorp Realty Services Inc.

3 Doc# 45 Notice of Hearing
4

5 Adversary proceeding: 16-01303-scc Lehman Brothers Holdings
6 Inc. v. City First Mortgage Services, L.L.C.

7 Doc# 28 Notice of Hearing
8

9 Adversary proceeding: 16-01304-scc Lehman Brothers Holdings
10 Inc. v. Mega Capital Funding, Inc.

11 Doc# 56 Notice of Hearing
12

13 Adversary proceeding: 16-01305-scc Lehman Brothers Holdings
14 Inc. v. First Equity Mortgage Bankers, Inc.

15 Doc# 34 Notice of Hearing
16

17 Adversary proceeding: 16-01306-scc Lehman Brothers Holdings
18 Inc. v. Crestline Funding Corporation

19 Doc# 33 Notice of Hearing
20

21 Adversary proceeding: 16-01307-scc Lehman Brothers Holdings
22 Inc. v. First Residential Mortgage Services Corporation

23 Doc# 28 Notice of Hearing
24

25 Adversary proceeding: 16-01308-scc Lehman Brothers Holdings

1 Inc. v. Parkside Lending, LLC
2 Doc# 40 Notice of Hearing
3
4 Adversary proceeding: 16-01309-scc Lehman Brothers Holdings
5 Inc. v. Loan Simple, Inc. f/k/a Ascent Home Loans Inc.,
6 Doc# 62 Notice of Hearing
7
8 Adversary proceeding: 16-01311-scc Lehman Brothers Holdings
9 Inc. v. Atlantic Bay Mortgage Group, L.L.C.
10 Doc# 24 Notice of Hearing
11
12 Adversary proceeding: 16-01312-scc Lehman Brothers Holdings
13 Inc. v. Aurora Financial, LLC f/k/a Aurora Mortgage, LLC
14 Doc# 28 Notice of Hearing
15
16 Adversary proceeding: 16-0 I 313-scc Lehman Brothers
17 Holdings Inc. v. First California Mortgage Company
18 Doc# 49 Notice of Hearing
19
20 Adversary proceeding: 16-01314-scc Lehman Brothers Holdings
21 Inc. v. Southeast Funding Alliance, Inc.
22 Doc# 29 Notice of Hearing
23
24 Adversary proceeding: 16-01316-scc Lehman Brothers Holdings
25 Inc. v. Sterling National Mortgage Company, Inc.

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2

3 Adversary proceeding: 16-01317-scc Lehman Brothers Holdings
4 Inc. v. Hartland Mortgage Centers, Inc.

5 Doc# 53 Notice of Hearing

6

7 Adversary proceeding: 16-01318-scc Lehman Brothers Holdings
8 Inc. v. Mortgage Capital Associates, Inc.

9 Doc# 34 Notice of Hearing

10

11 Adversary proceeding: 16-01319-scc Lehman Brothers Holdings
12 Inc. v. Home Loan Mortgage Corporation

13 Doc# 26 Notice of Hearing

14

15 Adversary proceeding: 16-01320-scc Lehman Brothers Holdings
16 Inc. v. Lakeland Mortgage Corporation Doc# 25 Notice of
17 Hearing

18

19 Adversary proceeding: 16-01322-scc Lehman Brothers Holdings
20 Inc. v. Maribella Mortgage, LLC

21 Doc# 25 Notice of Hearing

22

23 Adversary proceeding: 16-01324-scc Lehman Brothers Holdings
24 Inc. v. Ross Mortgage Corporation

25 Doc# 58 Notice of Hearing

1 Adversary proceeding: 16-01325-scc Lehman Brothers Holdings
2 Inc. v. SecurityNational Mortgage Company
3 Doc# 41 Notice of Hearing

4

5 Adversary proceeding: 16-01326-scc Lehman Brothers Holdings
6 Inc. v. WR Starkey Mortgage, LLP
7 Doc# 56 Notice of Hearing

8

9 Adversary proceeding: 16-01327-scc Lehman Brothers Holdings
10 Inc. v. National Funding Company, LLC
11 Doc# 28 Notice of Hearing

12

13 Adversary proceeding: 16-01330-scc Lehman Brothers Holdings
14 Inc. v. Oro Real, Inc. Doc# 26 Notice of Hearing

15

16 Adversary proceeding: 16-01331-scc Lehman Brothers Holdings
17 Inc. v. The Lending Company, Inc.
18 Doc# 26 Notice of Hearing

19

20 Adversary proceeding: 16-01332-scc Lehman Brothers Holdings
21 Inc. v. CMG Mortgage, Inc.
22 Doc# 67 Notice of Hearing

23

24 Adversary proceeding: 16-01333-scc Lehman Brothers Holdings
25 Inc. v. Windsor Capital Mortgage Corporation

1 Doc# 58 Notice of Hearing

2

3 Adversary proceeding: 16-01334-scc Lehman Brothers Holdings
4 Inc. v. MC Advantage, LLC, f/k/a Republic Mortgage Home Lo

5 Doc# 59 Notice of Hearing

6

7 Adversary proceeding: 16-01335-scc Lehman Brothers Holdings
8 Inc. v. Popular Mortgage Corp.

9 Doc# 29 Notice of Hearing

10

11 Adversary proceeding: 16-01337-scc Lehman Brothers Holdings
12 Inc. v. Loan Correspondents, Inc.

13 Doc# 32 Notice of Hearing

14

15 Adversary proceeding: 16-01339-scc Lehman Brothers Holdings
16 Inc. v. North Atlantic Mortgage Corporation

17 Doc# 44 Notice of Hearing

18

19 Adversary proceeding: 16-01341-scc Lehman Brothers Holdings
20 Inc. v. Sierra Pacific Mortgage Company, Inc.

21 Doc# 33 Notice of Hearing

22

23 Adversary proceeding: 16-01342-scc Lehman Brothers Holdings
24 Inc. v. Home Loan Center, Inc.

25 Doc# 34 Notice of Hearing

1 Adversary proceeding: 16-01343-scc Lehman Brothers Holdings
2 Inc. v. Response Mortgage Services, Inc.

3 Doc# 43 Notice of Hearing
4

5 Adversary proceeding: 16-01344-scc Lehman Brothers Holdings
6 Inc. v. Home Capital Funding, d/b/a Security One Lending e

7 Doc# 63 Notice of Hearing
8

9 Adversary proceeding: 16-01345-scc Lehman Brothers Holdings
10 Inc. v. Directors Mortgage, Inc.

11 Doc# 39 Notice of Hearing
12

13 Adversary proceeding: 16-01346-scc Lehman Brothers Holdings
14 Inc. v. Wei Mortgage LLC f/k/a Wei Mortgage Corporation

15 Doc# 33 Notice of Hearing
16

17 Adversary proceeding: 16-0134 7-scc Lehman Brothers Holdings
18 Inc. v. American Lending Network, Inc.

19 Doc# 27 Notice of Hearing
20

21 Adversary proceeding: 16-01349-scc Lehman Brothers Holdings
22 Inc. v. Mountain West Financial, Inc.

23 Doc# 33 Notice of Hearing
24
25

1 Adversary proceeding: 16-01350-scc Lehman Brothers Holdings
2 Inc. v. Sacramento 1st Mortgage, Inc. individually and as
3 Doc# 39 Notice of Hearing

4
5 Adversary proceeding: 16-01351-scc Lehman Brothers Holdings
6 Inc. v. Arlington Capital Mortgage Corporation et al
7 Doc# 77 Notice of Hearing

8
9 Adversary proceeding: 16-01353-scc Lehman Brothers Holdings
10 Inc. v. PMAC Lending Services, Inc., individually and as s
11 Doc# 40 Notice of Hearing

12
13 Adversary proceeding: 16-013 54-scc Lehman Brothers Holdings
14 Inc. v. The Mortgage Store Financial, Inc.
15 Doc# 32 Notice of Hearing

16
17 Adversary proceeding: 16-01357-scc Lehman Brothers Holdings
18 Inc. v. Santander Bank, N.A., f/k/a Sovereign Bank, FSB
19 Doc# 31 Notice of Hearing

20
21 Adversary proceeding: 16-01358-scc Lehman Brothers Holdings
22 Inc. v. Sunset Mortgage Company L.P. et al
23 Doc# 35 Notice of Hearing

24
25 Adversary proceeding: 16-01359-scc Lehman Brothers Holdings

1 Inc. v. CTX Mortgage Company, LLC
2 Doc# 36 Notice of Hearing
3
4 Adversary proceeding: 16-01360-scc Lehman Brothers Holdings
5 Inc. v. Diversified Capital Funding, Inc. et al
6 Doc# 50 Notice of Hearing
7
8 Adversary proceeding: 16-01361-scc Lehman Brothers Holdings
9 Inc. v. Residential Home Funding Corp.
10 Doc# 53 Notice of Hearing
11
12 Adversary proceeding: 16-01363-scc Lehman Brothers Holdings
13 Inc. v. Gateway Bank, F.S.B
14 Doc# 27 Notice of Hearing
15
16 Adversary proceeding: 16-01364-scc Lehman Brothers Holdings
17 Inc. v. Circle One Mortgage Company et al
18 Doc# 54 Notice of Hearing
19
20 Adversary proceeding: 16-01365-scc Lehman Brothers Holdings
21 Inc. v. Republic State Mortgage Co., individually and ass
22 Doc# 58 Notice of Hearing
23
24 Adversary proceeding: 16-01367-scc Lehman Brothers Holdings
25 Inc. v. Capital Bank Corporation, as successor by merger t

1 Doc# 40 Notice of Hearing

2

3 Adversary proceeding: 16-01369-scc Lehman Brothers Holdings
4 Inc. v. Wintrust Mortgage Corporation

5 Doc# 53 Notice of Hearing

6

7 Adversary proceeding: 16-013 70-scc Lehman Brothers Holdings
8 Inc. v. W J Capital Corporation et al

9 Doc# 51 Notice of Hearing

10

11 Adversary proceeding: 16-01371-scc Lehman Brothers Holdings
12 Inc. v. Winstar Mortgage Partners, Inc.

13 Doc# 25 Notice of Hearing

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15 Adversary proceeding: 16-013 73-scc Lehman Brothers Holdings
16 Inc. v. Freedom Mortgage Corporation

17 Doc# 35 Notice of Hearing

18

19 Adversary proceeding: 16-01374-scc Lehman Brothers Holdings
20 Inc. v. DHI Mortgage Company, Ltd.

21 Doc# 32 Notice of Hearing

22

23 Adversary proceeding: 16-01376-scc Lehman Brothers Holdings
24 Inc. v. BWC Mortgage Services et al

25 Doc# 71 Notice of Hearing

1 Adversary proceeding: 16-01377-scc Lehman Brothers Holdings
2 Inc. v. 1 AM, LLC f/k/a 1st Advantage Mortgage, L.L.C et a
3 Doc# 34 Notice of Hearing

4

5 Adversary proceeding: 16-01378-scc Lehman Brothers Holdings
6 Inc. v. America's Mortgage Alliance, Inc. et al
7 Doc# 45 Notice of Hearing

8

9 Adversary proceeding: 16-01378-scc Lehman Brothers Holdings
10 Inc. v. America's Mortgage Alliance, Inc. et al
11 Doc# 46 Motion to Withdraw as Attorney as Attorney of Record
12 for Americas Mortgage Alliance, Inc. and Americas Mortgage,
13 LLC

14

15 Adversary proceeding: 16-01378-scc Lehman Brothers Holdings
16 Inc. v. America's Mortgage Alliance, Inc. et al
17 Doc# 47 Notice of Hearing

18

19 Adversary proceeding: 16-01379-scc Lehman Brothers Holdings
20 Inc. v. First Capital Group, L.P. et al
21 Doc# 32 Notice of Hearing

22

23 Adversary proceeding: 16-01382-scc Lehman Brothers Holdings
24 Inc. v. Fairmont Funding Ltd.
25 Doc# 26 Notice of Hearing

1 Adversary proceeding: 16-01383-scc Lehman Brothers Holdings
2 Inc. v. Eagle Mortgage Holdings, LLC as successor by merge
3 Doc# 51 Notice of Hearing

4

5 Adversary proceeding: 17-01001-scc Lehman Brothers Holdings
6 Inc. v. Guild Mortgage Company
7 Doc# 82 Notice of Hearing

8

9 Adversary proceeding: 18-01695-scc Lehman Brothers Holdings
10 Inc. v. 1st 2nd Mortgage Company of N.J., Inc.
11 Doc# 11 Notice of Hearing

12

13 Adversary proceeding: 18-01696-scc Lehman Brothers Holdings
14 Inc. v. All Home Lending, Inc.
15 Doc# 11 Notice of Hearing

16

17 Adversary proceeding: 18-01697-scc Lehman Brothers Holdings
18 Inc. v. American Capital Mortgage, Inc.
19 Doc# IO Notice of Hearing

20

21 Adversary proceeding: 18-01698-scc Lehman Brothers Holdings
22 Inc. v. American Interbanc Mortgage, LLC
23 Doc# 11 Notice of Hearing

24

25 Adversary proceeding: 18-01699-scc Lehman Brothers Holdings

1 Inc. v. Colonial Savings, F .A.
2 Doc# 14 Notice of Hearing
3
4 Adversary proceeding: 18-01700-scc Lehman Brothers Holdings
5 Inc. v. Colorado Federal Savings Bank
6 Doc# 11 Notice of Hearing
7
8 Adversary proceeding: 18-0170 I -sec Lehman Brothers
9 Holdings Inc. v. First Credit Union
10 Doc# 12 Notice of Hearing
11
12 Adversary proceeding: 18-01702-scc Lehman Brothers Holdings
13 Inc. v. First Guaranty Mortgage Corp.
14 Doc# 10 Notice of Hearing
15
16 Adversary proceeding: 18-01704-scc Lehman Brothers Holdings
17 Inc. v. First Independent Mortgage Company
18 Doc# 10 Notice of Hearing
19
20 Adversary proceeding: 18-01705-scc Lehman Brothers Holdings
21 Inc. v. Genpact Mortgage Services, Inc.
22 Doc# 12 Notice of Hearing
23
24 Adversary proceeding: 18-01706-scc Lehman Brothers Holdings,
25 Inc. v. Victoria Capital, Inc.

1 Doc# 10 Notice of Hearing
2
3 Adversary proceeding: 18-01707-scc Lehman Brothers Holdings
4 Inc. v. George Mason Mortgage LLC
5 Doc# 13 Notice of Hearing
6
7 Adversary proceeding: 18-01708-scc Lehman Brothers Holdings
8 Inc. v. GFI Mortgage Bankers, Inc.
9 Doc# 10 Notice of Hearing
10
11 Adversary proceeding: 18-01709-scc Lehman Brothers Holdings,
12 Inc. v. MASON MCDUFFIE MORTGAGE CORPORATION
13 Doc# 11 Notice of Hearing
14
15 Adversary proceeding: 18-01710-scc Lehman Brothers Holdings,
16 Inc. v. Merrimack Mortgage Company, Inc.
17 Doc# 11 Notice of Hearing
18
19 Adversary proceeding: 18-01711-scc Lehman Brothers Holdings
20 Inc. v. Grand Bank, NA Corp.
21 Doc# 13 Notice of Hearing
22
23 Adversary proceeding: 18-01712-scc Lehman Brothers Holdings
24 Inc. v. Network Mortgage Services, Inc.
25 Doc# 10 Notice of Hearing

1 Adversary proceeding: 18-01713-scc Lehman Brothers Holdings,
2 Inc. v. Banc of California, Inc., as successor by merger t
3 Doc# 11 Notice of Hearing

4

5 Adversary proceeding: 18-01714-scc Lehman Brothers Holdings
6 Inc. v. Nova Financial & Investment Corporation
7 Doc# 11 Notice of Hearing

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9 Adversary proceeding: 18-01 715-scc Lehman Brothers
10 Holdings, Inc. v. LHM Financial Corporation
11 Doc# 15 Notice of Hearing

12

13 Adversary proceeding: 18-01 716-scc Lehman Brothers Holdings
14 Inc. v. On Q Financial, Inc.
15 Doc# 13 Notice of Hearing

16

17 Adversary proceeding: 18-01717-scc Lehman Brothers Holdings,
18 Inc. v. Luxury Mortgage Corp.
19 Doc# 15 Notice of Hearing

20

21 Adversary proceeding: 18-0 I 718-scc Lehman Brothers
22 Holdings Inc. v. RBC Centura Bank
23 Doc# 12 Notice of Hearing

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25 Adversary proceeding: 18-0 I 719-scc Lehman Brothers

1 Holdings, Inc. v. American Home Bank, N.A., a Division of
2 Graystone
3 Doc# 12 Notice of Hearing
4
5 Adversary proceeding: 18-01720-scc Lehman Brothers Holdings
6 Inc. v. RMS & Associates
7 Doc# 10 Notice of Hearing
8
9 Adversary proceeding: 18-01721-scc Lehman Brothers Holdings
10 Inc. v. Seattle Bank F/K/A Seattle Savings Bank
11 Doc# 12 Notice of Hearing
12
13 Adversary proceeding: 18-01722-scc Lehman Brothers Holdings
14 Inc. v. Skyline Financial Corp.
15 Doc# 10 Notice of Hearing
16
17 Adversary proceeding: 18-01723-scc Lehman Brothers Holdings
18 Inc. v. Webster Bank N.A.
19 Doc# 13 Notice of Hearing
20
21 Adversary proceeding: 18-01724-scc Lehman Brothers Holdings
22 Inc. v. Baltimore American Mortgage Corporation Inc.
23 Doc# 11 Notice of Hearing
24
25 Adversary proceeding: 18-01 725-scc Lehman Brothers Holdings

1 Inc. v. LOANDEPOT.COM, LLC, as successor by merger to MORT
2 Doc# 12 Notice of Hearing
3
4 Adversary proceeding: 18-01726-scc Lehman Brothers Holdings
5 Inc. v. Southern Fidelity Mortgage, LLC
6 Doc# 11 Notice of Hearing
7
8 Adversary proceeding: 18-0 I 72 7-scc Lehman Brothers
9 Holdings Inc. v. Synovus Mortgage Corp.
10 Doc# 12 Notice of Hearing
11
12 Adversary proceeding: 18-01 728-scc Lehman Brothers Holdings
13 Inc. v. Texas Capital Bank, NA
14 Doc# 21 Notice of Hearing
15
16 Adversary proceeding: 18-01729-scc Lehman Brothers Holdings
17 Inc. v. The Mortgage House, Inc.
18 Doc# 11 Notice of Hearing
19
20 Adversary proceeding: 18-01730-scc Lehman Brothers Holdings
21 Inc. v. Union Mortgage Group, Inc.
22 Doc# 11 Notice of Hearing
23
24 Adversary proceeding: 18-01731-scc Lehman Brothers Holdings
25 Inc. v. Jersey Mortgage Company of New Jersey, Inc.

1 Doc# 11 Notice of Hearing

2

3 Adversary proceeding: 18-01732-scc Lehman Brothers Holdings
4 Inc. v. United Bank

5 Doc# 10 Notice of Hearing

6

7 Adversary proceeding: 18-01733-scc Lehman Brothers Holdings
8 Inc. v. Group 2000 Real Estate Services, Inc.

9 Doc# 12 Notice of Hearing

10

11 Adversary proceeding: 18-01734-scc Lehman Brothers Holdings
12 Inc. v. Vitek Real Estate Industries Group, Inc.

13 Doc# 12 Notice of Hearing

14

15 Adversary proceeding: 18-01735-scc Lehman Brothers Holdings
16 Inc. v. Sun West Mortgage Company, Inc.

17 Doc# 14 Notice of Hearing

18

19 Adversary proceeding: 18-01736-scc Lehman Brothers Holdings
20 Inc. v. Salem Five Mortgage Company, LLC

21 Doc# 9 Notice of Hearing

22

23 Adversary proceeding: 18-0173 7-scc Lehman Brothers Holdings
24 Inc. v. Monarch Funding Corp.

25 Doc# 10 Notice of Hearing

1 Adversary proceeding: 18-01738-scc Lehman Brothers Holdings
2 Inc. v. Alliance Mortgage Banking, Corp.

3 Doc# 10 Notice of Hearing
4

5 Adversary proceeding: 18-0173 9-scc Lehman Brothers Holdings
6 Inc. v. Lend us, LLC, as successor by merger to NL, Inc.

7 Doc# 10 Notice of Hearing
8

9 Adversary proceeding: 18-01740-scc Lehman Brothers Holdings
10 Inc. v. Mortgage World Bankers, Inc.

11 Doc# 11 Notice of Hearing
12

13 Adversary proceeding: 18-01741-scc Lehman Brothers Holdings
14 Inc. v. RBC Mortgage Company

15 Doc# 12 Notice of Hearing
16

17 Adversary proceeding: 18-01742-scc Lehman Brothers Holdings
18 Inc. v. Summit Funding, Inc.

19 Doc# 9 Notice of Hearing
20

21 Adversary proceeding: 18-01743-scc Lehman Brothers Holdings
22 Inc. v. Sutton Bank

23 Doc# 21 Notice of Hearing
24

25 Adversary proceeding: 18-01744-scc Lehman Brothers Holdings

1 Inc. v. Greenwich Home Mortgage Corp.
2 Doc# 10 Notice of Hearing
3
4 Adversary proceeding: 18-01745-scc Lehman Brothers Holdings
5 Inc. v. The Mortgage Firm, Inc.
6 Doc# 10 Notice of Hearing
7
8 Adversary proceeding: 18-01746-scc Lehman Brothers Holdings
9 Inc. v. Wall Street Mortgage Bankers, Ltd.
10 Doc# 12 Notice of Hearing
11
12 Adversary proceeding: 18-01747-scc Lehman Brothers Holdings
13 Inc. v. TBI Mortgage Company f/k/a Westminster Mortgage Co
14 Doc# 14 Notice of Hearing
15
16 Adversary proceeding: 18-01748-scc Lehman Brothers Holdings
17 Inc. v. Market Street Mortgage Corp.
18 Doc# 10 Notice of Hearing
19
20 Adversary proceeding: 18-01750-scc Lehman Brothers Holdings
21 Inc. v. Just Mortgage, Inc.
22 Doc# 10 Notice of Hearing
23
24 Adversary proceeding: 18-01751-scc Lehman Brothers Holdings
25 Inc. v. Covino & Company, Inc. d/b/a Luxmac, as successor

1 Doc# 9 Notice of Hearing

2

3 Adversary proceeding: 18-01752-scc Lehman Brothers Holdings
4 Inc. v. Homeward Residential, Inc. as successor to Lendia,
5 Doc# 10 Notice of Hearing

6

7 Adversary proceeding: 18-01753-scc Lehman Brothers Holdings
8 Inc. v. Choice Mortgage Bank, Inc., as successor to K & B
9 Doc# 11 Notice of Hearing

10

11 Adversary proceeding: 18-01754-scc Lehman Brothers Holdings
12 Inc. v. Goldwater Bank, N .A., as successor to Community Ba
13 Doc# 13 Notice of Hearing

14

15 Adversary proceeding: 18-01755-scc Lehman Brothers Holdings
16 Inc. v. Branch Banking and Trust Company, as successor by
17 Doc# 13 Notice of Hearing

18

19 Adversary proceeding: 18-01756-scc Lehman Brothers Holdings
20 Inc. v. EMBRACE HOME LOANS, INC. f/k/a ADVANCED FINANCIAL
21 Doc# 12 Notice of Hearing

22

23 Adversary proceeding: 18-01757-scc Lehman Brothers Holdings
24 Inc. v. Access National Bank, as successor to Access Natio
25 Doc# 11 Notice of Hearing

1 Adversary proceeding: 18-01758-scc Lehman Brothers Holdings
2 Inc. v. Equity Mortgage, LLC
3 Doc# 10 Notice of Hearing

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5 Adversary proceeding: 18-01759-scc Lehman Brothers Holdings
6 Inc. v. First Horizon Home Loan Corporation
7 Doc# 20 Notice of Hearing

8

9 Adversary proceeding: 18-01760-scc Lehman Brothers Holdings
10 Inc. v. Ameris Bank, as successor by merger to The Coastal
11 Doc# 12 Notice of Hearing

12

13 Adversary proceeding: 18-01761-scc Lehman Brothers Holdings
14 Inc. v. Banco Popular North America
15 Doc# 11 Notice of Hearing

16

17 Adversary proceeding: 18-01762-scc Lehman Brothers Holdings
18 Inc. v. E-Loan, Inc.
19 Doc# 12 Notice of Hearing

20

21 Adversary proceeding: 18-01763-scc Lehman Brothers Holdings
22 Inc. v. Flagstar Capital Markets Corporation et al
23 Doc# 16 Notice of Hearing

24

25 Adversary proceeding: 18-01764-scc Lehman Brothers Holdings

1 Inc. v. Mountain America Financial Services, LLC et al
2 Doc# 14 Notice of Hearing
3
4 Adversary proceeding: 18-01766-scc Lehman Brothers Holdings
5 Inc. v. Mortgage Services III, LLC et al
6 Doc# 12 Notice of Hearing
7
8 Adversary proceeding: 18-01790-scc Lehman Brothers Holdings
9 Inc. v. APPROVED FUNDING CORP.
10 Doc# 7 Notice of Hearing
11
12 Adversary proceeding: 18-01791-scc Lehman Brothers Holdings
13 Inc. v. LOAN SIMPLE, INC. f/k/a ASCENT HOME LOANS, INC. fl
14 Doc# 7 Notice of Hearing
15
16 Adversary proceeding: 18-01792-scc Lehman Brothers Holdings
17 Inc. v. BONDCORP REAL TY SERVICES INC.
18 Doc# 3 Notice of Hearing
19
20 Adversary proceeding: 18-01793-scc Lehman Brothers Holdings
21 Inc. v. Broadview Mortgage Corporation
22 Doc# 7 Notice of Hearing
23
24 Adversary proceeding: 18-01795-scc Lehman Brothers Holdings
25 Inc. v. CHERRY CREEK MORTGAGE CO., INC.

1 Doc# 3 Notice of Hearing
2
3 Adversary proceeding: 18-01796-scc Lehman Brothers Holdings
4 Inc. v. CMG MORTGAGE, INC. et al
5 Doc# 8 Notice of Hearing
6
7 Adversary proceeding: 18-01797-scc Lehman Brothers Holdings
8 Inc. v. FIRST CALIFORNIA MORTGAGE COMPANY
9 Doc# 3 Notice of Hearing
10
11 Adversary proceeding: 18-01798-scc Lehman Brothers Holdings
12 Inc. v. FIRST MORTGAGE CORPORATION
13 Doc# 7 Notice of Hearing
14
15 Adversary proceeding: 18-01799-scc Lehman Brothers Holdings
16 Inc. v. GUARANTEED RATE, INC. d/b/a GUARANTEED RATE.COM
17 Doc# 3 Notice of Hearing
18
19 Adversary proceeding: 18-01800-scc Lehman Brothers Holding
20 Inc. v. HARTLAND MORTGAGE CENTERS, INC.
21 Doc# 7 Notice of Hearing
22
23 Adversary proceeding: 18-0180 I -sec Lehman Brothers
24 Holdings Inc. v. MEGA CAPITAL FUNDING, INC.
25 Doc# 7 Notice of Hearing

1 Adversary proceeding: 18-01804-scc Lehman Brothers Holdings
2 Inc. v. MEGA ST AR FINANCIAL CORP.

3 Doc# 6 Notice of Hearing
4

5 Adversary proceeding: 18-01806-scc Lehman Brothers Holdings
6 Inc. v. NEW FED MORTGAGE, CORP.

7 Doc# 7 Notice of Hearing
8

9 Adversary proceeding: 18-01808-scc Lehman Brothers Holdings
10 Inc. v. OAKTREE FUNDING CORP.

11 Doc# 7 Notice of Hearing
12

13 Adversary proceeding: 18-01811-scc Lehman Brothers Holdings
14 Inc. v. MC ADVANTAGE, LLC, f/k/a REPUBLIC MORTGAGE HOME LO

15 Doc# 7 Notice of Hearing
16

17 Adversary proceeding: 18-01813-scc Lehman Brothers Holdings
18 Inc. v. REPUBLIC STATE MORTGAGE CO., individually and as s

19 Doc# 7 Notice of Hearing
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21 Adversary proceeding: 18-01815-scc Lehman Brothers Holdings
22 Inc. v. RESIDENTIAL HOME FUNDING CORP.

23 Doc# 7 Notice of Hearing
24

25 Adversary proceeding: 18-01818-scc Lehman Brothers Holdings

1 Inc. v. RESPONSE MORTGAGE SERVICES, INC.
2 Doc# 5 Notice of Hearing
3
4 Adversary proceeding: 18-01819-scc Lehman Brothers Holdings
5 Inc. v. SECURITYNATIONAL MORTGAGE COMPANY
6 Doc# 3 Notice of Hearing
7
8 Adversary proceeding: 18-01820-scc Lehman Brothers Holdings
9 Inc. v. WINTRUST MORTGAGE CORPORATION, as successor by mer
10 Doc# 3 Notice of Hearing
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12 Adversary proceeding: 18-01821-scc Lehman Brothers Holdings
13 Inc. v. SIERRA PACIFIC MORTGAGE COMPANY, INC.
14 Doc# 5 Notice of Hearing
15
16 Adversary proceeding: 18-01823-scc Lehman Brothers Holdings
17 Inc. v. BWC MORTGAGE SERVICES et al
18 Doc# 8 Notice of Hearing
19
20 Adversary proceeding: 18-01824-scc Lehman Brothers Holdings
21 Inc. v. STERLING NATIONAL MORTGAGE COMPANY, INC.
22 Doc# 7 Notice of Hearing
23
24 Adversary proceeding: 18-01825-scc Lehman Brothers Holdings
25 Inc. v. SUBURBAN MORTGAGE, INC.

1 Doc# 4 Notice of Hearing

2

3 Adversary proceeding: 18-01826-scc Lehman Brothers Holdings
4 Inc. v. SUN AMERICAN MORTGAGE COMPANY

5 Doc# 6 Notice of Hearing

6

7 Adversary proceeding: 18-01827-scc Lehman Brothers Holdings
8 Inc. v. WR STARKEY MORTGAGE, LLP

9 Doc# 6 Notice of Hearing

10

11 Adversary proceeding: 18-0 I 828-scc Lehman Brothers
12 Holdings Inc. v. Windsor Capital Mortgage Corporation

13 Doc# 6 Notice of Hearing

14

15 Adversary proceeding: 18-01829-scc Lehman Brothers Holdings
16 Inc. v. Circle One Mortgage Company et al

17 Doc# 6 Notice of Hearing

18

19 Adversary proceeding: 18-01830-scc Lehman Brothers Holdings
20 Inc. v. DITECH FINANCIAL LLC, as successor to merger to DI

21 Doc# 3 Notice of Hearing

22

23 Adversary proceeding: 18-01831-scc Lehman Brothers Holdings
24 Inc. v. Ross Mortgage Corporation

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1 Adversary proceeding: 18-01839-scc Lehman Brothers Holdings
2 Inc. v. !mortgage.com, Inc. et al
3 Doc# 3 Notice of Hearing

4

5 Adversary proceeding: 18-01840-scc Lehman Brothers Holdings
6 Inc. v. Arlington Capital Mortgage Corporation et al
7 Doc# 6 Notice of Hearing

8

9 Adversary proceeding: 18-01842-scc Lehman Brothers Holdings
10 Inc. v. PMAC Lending Services, Inc., individually and as s
11 Doc# 3 Notice of Hearing

12

13 Adversary proceeding: 18-01866-scc Lehman Brothers Holdings
14 Inc. v. Guild Mortgage Company individually and as success
15 Doc# 8 Notice of Hearing

16

17 Adversary proceeding: 18-01867-scc Lehman Brothers Holdings
18 Inc. v. American Bank et al
19 Doc# 6 Notice of Hearing

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25 Transcribed by: Sonya Ledanski Hyde

1 A P P E A R A N C E S :

2

3 AMERICAN MORTGAGE LAW GROUP, PC

4 775 Baywood Drive, Suite 100

5 Petaluma, CA 94954

6

7 BY: TRACY L. HENDERSON

8

9 LANI ADLER PARTNERS

10 Attorneys for Defendant, Suburban Mortgage, Inc.

11 299 Park Avenue

12 New York, NY 10171

13

14 BY: LANI A. ADLER

15

16 BUCKLEY SANDLER LLP

17 Attorneys for RBC Mortgage, Flagstar Bank, Ditech

18 Financial, Security One Lending

19 1250 24th Street, N.W., Suite 700

20 Washington, D.C. 20036

21

22 BY: AMANDA LAWRENCE

23

24

25

1 WOLLMUTH MAHER & DEUTSCH LLP

2 Attorneys for LBHI

3 500 Fifth Avenue

4 New York, NY 10110

5
6 BY: MARA R. LIEBER

7 WILLIAM A. MAHER

8 ADAM M. BIALEK

9
10 BILZIN SUMBERG BAENA PRICE & AXELROD LLP

11 Attorneys for CTX Mortgage Company, LLC, DHI Mortgage
12 Company, Ltd., Freedom Mortgage Corporation, Mountain
13 West Financial, Inc., Shea Mortgage, Inc., Standard
14 Pacific Mortgage, Inc., Universal American Mortgage
15 Company, LLC.

16 1450 Brickell Avenue, 23rd Floor

17 Miami, FL 33131

18
19 BY: ENZA BODERONE

20
21 RIGANO LLC

22 538 Broad Hollow Road, Suite 301

23 Melville, NY 11747

24
25 BY: NICHOLAS C. RIGANO

1 MOYE WHITE LLP

2 Attorneys for Cherry Creek Mortgage Co. Inc.

3 16 Market Street, 6th Floor

4 1400 16th Street

5 Denver, CO 80202

6

7 BY: TIMOTHY M. SWANSON

8

9 PINKS, LIPSHI, WHITE & NEMETH

10 Attorneys for WEI Mortgage

11 140 Fell Court

12 Hauppauge, NY 11788

13

14 BY: JONATHAN W. LIPSHIE

15

16 BLANK ROME LLP

17 Attorneys for Southern Fidelity Mortgage Corporation,

18 Group 2000 Real Estate Services, Inc., First Savings

19 Mortgage Corporation, Avenue Mortgage, Inc.

20 The Chrysler Building

21 405 Lexington Avenue

22 New York, NY 10174

23

24 BY: TIMOTHY W. SALTER

25

1 ALSO PRESENT TELEPHONICALLY:

2

3 CHRISTOPHER CARRINGTON

4 ROBERT WEISS

5 SHARON MARKOWITZ

6 MICHAEL GALEN

7 MICHAEL DISCOLL

8 KATE MANKA

9 CHRISTOPHER LAVOY

10 ZACHARY TRUMPP

11 PATRICK MOHAN

12 GIFFORD PRICE

13 KENNETH DUVAL

14 PHILIP STEIN

15 MICHAEL STRAUCH

16 AMJAD KHAN

17 THOMAS PANOFF

18 SAM ASHURAEY

19 MATHEW LAURITSCH

20 EHRICH LENZ

21 BARCLAY FREEMAN

22 KYLE THOMASON

23 ALEC HARRIS

24 JOSHUA ROSENTHAL

25 JONATHAN JENKINS

1 JACK VALINOTI

2 JASON MIZRAHI

3 RAJEEV K. ADLAKHA

4 LILIT ASADOURIAN

5 BRIAN SERAFIN

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P R O C E E D I N G S

THE COURT: Okay. Have a seat, have a seat.

Okay. So first of all, thank you for responding to my entreaties to get together and try to narrow the disputes as much as possible. The latest draft that I have obviously shows that you did that. And there do remain open issues, but not as many.

So my proposal, fairly obvious, is that we should just walk through the open issues and we'll just come to a resolution. Okay? I think, I think each side will get a little something and be a little unhappy. It is what it is.

So how should we, how should we kick off? I have a document that was Document 806-2, it was filed on March 1st. It's a joint draft. My understanding is that the clean, if you will, represents Ms. Henderson's work product and the blackline represents Lehman's preferred language.

MR. BIALEK: Correct, Your Honor.

THE COURT: Okay?

MR. BIALEK: Adam Bialek on behalf of the plan administrator. And the blackline or the modified version also is not just the plan administrator's, but the one, or as what I call them, group one defendants --

THE COURT: Right.

MR. BIALEK: -- which is approximately --

1 comprised of approximately 69 defendants, 21 law firms, and
2 over half of the damages in this case.

3 THE COURT: Okay.

4 MR. BIALEK: So, I guess, the way that we could do
5 this --

6 THE COURT: I think we just --

7 MR. BIALEK: -- if we want to flip through.

8 THE COURT: Yeah. We're going to have to just
9 page turn.

10 MR. BIALEK: And the way that I'm looking at it,
11 is I'm looking at the Exhibit B, which is the blackline --

12 THE COURT: Yeah.

13 MR. BIALEK: -- to do that.

14 THE COURT: I'm with you.

15 MR. BIALEK: Okay?

16 THE COURT: Mm hmm.

17 MR. BIALEK: So on Page 2 of I-B applicability and
18 scope, here, we have language that says, "Consistent with
19 Paragraph 6 of the original case management order and
20 Paragraph 2 of the order to bind the matter, 16-01019 serves
21 as the master docket for the coordinated actions."

22 And then there is a block quote. That block quote
23 comes from, or at least our language comes from, no less
24 than three Court orders that's been heavily litigated by all
25 parties, including Ms. Henderson and Ms. Adler. So we

1 believe there's no reason to modify that language. They're
2 just simply relitigating the language that the Court has
3 already ordered and is in numerous dockets already, so we
4 think that that language makes sense.

5 And I don't know if Your Honor wants to go one by
6 one or if you want to just go through?

7 THE COURT: Yeah. I think we should -- I think we
8 should just go one by one because I don't, I don't, I don't
9 understand the point of this.

10 MS. ADLER: Okay. So Your Honor, we don't dispute
11 --

12 THE COURT: Okay, so I'm sorry.

13 MS. ADLER: I'm sorry.

14 THE COURT: I thought I was going to be talking to
15 Ms. Henderson.

16 MS. HENDERSON: Good morning, Your Honor. Tracy
17 Henderson for the defendants listed on Document 765-1. Miss
18 Adler and I will be addressing Your Honor, if it's okay.

19 THE COURT: Okay, but not both of you on the same
20 point.

21 MS. HENDERSON: No, no, absolutely not, Your
22 Honor.

23 THE COURT: Okay.

24 MS. HENDERSON: Yeah. And I believe some of my
25 joint defense group colleagues may have a point, but we are

1 all separated out, Judge.

2 THE COURT: Okay.

3 MS. HENDERSON: Yeah.

4 THE COURT: All right. Ms. Adler.

5 MS. ADLER: Lani Adler for defendant, Suburban
6 Mortgage. Good morning, Your Honor.

7 THE COURT: Good morning.

8 MS. ADLER: We don't dispute that the block quote
9 is an accurate block quote. But (a), the language is
10 supposed to be substantially in the form; and (b), our
11 concerns --

12 THE COURT: I don't understand. I don't
13 understand what you just said. What language is supposed to
14 be substantially in the form?

15 MS. ADLER: Well, the docket entry, according to
16 the language here, will be made, quote, "Substantially in
17 the form stated in Paragraph 2 of the order to bind." It
18 doesn't say identical to what's in Paragraph 2 of the order
19 to bind.

20 But our concerns, our substantive concerns, are
21 that we don't want this to be a reason that an indefinite
22 number of additional RMBS adversary proceeding defendants
23 can be added into the group with which we are obligated to
24 coordinate.

25 As Your Honor knows, it's self-evident. The group

1 is now approximately -- consists of approximately 200
2 defendants, give or take. We, when we were last in Court,
3 it was about 140. And at that point, Your Honor asked Mr.
4 Maher if he intended to bring in more, and my recollection
5 is, Mr. Maher said no. We're not saying we have no -- we
6 can't preclude, obviously, the plaintiff from bringing in
7 more defendants.

8 THE COURT: I'm not understanding what the
9 language that you -- that's the blackline language here;
10 what's the connection between your concern that you've just
11 expressed and this language.

12 MS. ADLER: So the added language at the back
13 speaks to the central docket being the central docket for
14 all adversary proceedings covered under the Court's order,
15 and we're concerned that that will not be a limited number.
16 And the concern is a very practical one because it's very
17 difficult coordinating and getting to a consensus.

18 THE COURT: I understand the conceptual issue.

19 MS. ADLER: Okay.

20 THE COURT: I don't understand the language
21 change. Am I just looking at the block quote, or am I
22 looking at the sentence above the block quote?

23 MS. ADLER: No, you're just looking at the block
24 quote.

25 THE COURT: Okay.

1 MS. ADLER: And, again, we don't dispute it.

2 THE COURT: So in the block -- in the block quote,
3 there's a strikethrough for the words "for certain
4 purposes."

5 MS. ADLER: No, we had proposed that it be
6 coordinated for certain purposes. I believe the plaintiff -
7 -

8 THE COURT: Okay.

9 MS. ADLER: -- took that out.

10 THE COURT: Right. And then directing it to be
11 coordinated with other similar adversary proceedings.

12 MS. ADLER: Right. And, of course, some of us
13 dispute that the adversary proceedings are similar because
14 they involve --

15 THE COURT: What's the point of having the word
16 similar?

17 MS. ADLER: I didn't include it. It's what
18 plaintiff wanted in there.

19 MR. BIALEK: Your Honor, just to be clear; that
20 was just the language that was already in the order. So we
21 were just using literally verbatim --

22 THE COURT: Okay.

23 MR. BIALEK: -- what's already in the Court orders
24 previously.

25 THE COURT: Okay.

1 MR. BIALEK: And I believe --

2 THE COURT: Could we just be practical here? The
3 point is, I understand your point, Ms. Adler.

4 MS. ADLER: Thank you. Thank you, Judge.

5 THE COURT: You don't want a thousand -- you don't
6 have to coordinate with a thousand additional actions.

7 MS. ADLER: No.

8 THE COURT: Just, I'm taking an absurd extreme
9 example.

10 MS. ADLER: I understand.

11 THE COURT: Okay?

12 MS. ADLER: That is the point.

13 THE COURT: But we've gone -- I mean, we've all
14 gone through this and we want to -- I mean, I want to move
15 this forward.

16 MS. ADLER: Understood.

17 THE COURT: So what are we really talking about?

18 MR. BIALEK: My understanding is that this
19 language has nothing to do with how many parties we move or
20 seek to bind to this order.

21 THE COURT: But Ms. Adler's point is that, is that
22 she reluctantly is being -- is subject to an order that
23 binds a lot of people together and, in their view, causes
24 extra work. So the concern is that if you still have cases
25 to commence, how many more -- you want to bind them. She

1 doesn't want a cumb- -- what she views as a cumbersome
2 process to become more cumbersome. So what are we talking -
3 - what --

4 MR. BIALEK: Correct. If -- my understanding is
5 that there could be a potential of 10 to 15 more parties
6 that would be bound by it, and that is -- or that we would
7 seek to be bound by it, which we would move within the next
8 week to move to bind them to this case management order.

9 And then it's my understanding, or at this point,
10 that the train has left the station. And if we bring more,
11 it'll be under a separate something.

12 MS. ADLER: Your Honor, we would have to live with
13 that, obviously, if there literally are not going to be
14 more.

15 THE COURT: Well, counsel is making a
16 representation that, I think that addresses your point that
17 it's not going to be a burdensome number of additional
18 parties. And that if there -- frankly, if there are, if
19 they somehow, heaven help us, uncover a new treasure trove
20 of defendants, that that won't be part of your group. All
21 right?

22 So based on that representation, we'll go with
23 Lehman's language, which is identical to the prior language.
24 All right?

25 MS. ADLER: That's fine, Your Honor.

1 THE COURT: But I hear your concerns.

2 MS. ADLER: That's fine, Your Honor.

3 THE COURT: Okay, thank you. All right.

4 MS. ADLER: And we'll remove the word similar? I
5 mean, I'm not going to make a huge stink, but that was a
6 word that --

7 MR. BIALEK: Yeah, but that was the words that --

8 MS. ADLER: -- Mr. Bialek thought was very
9 important.

10 MR. BIALEK: -- were in the previous order.

11 THE COURT: We're going to use the words from the
12 previous order.

13 MS. ADLER: As long as it's clear. I have no
14 problem with the quote, as long as it's clear that by being
15 bound, we don't necessarily obviously agree with --

16 THE COURT: Of course not.

17 MS. ADLER: Okay. Fine, Your Honor. Thank you.

18 THE COURT: All right, on Page 3 in Paragraph A.

19 MS. ADLER: There's another thing on Page 2, isn't
20 there, Adam? That they're all rules of civil procedure and
21 seek --

22 MR. BIALEK: There is. This point here was a very
23 small point. We believe that the Federal Rules of Civil
24 Procedure don't govern the procedure of this adversary case;
25 it's governed under the Federal Rules of Bankruptcy

1 Procedure, to the extent the bankruptcy incorporate --

2 THE COURT: Right.

3 MR. BIALEK: -- we'd forget it. But we don't
4 think that that is technically correct and try to explain
5 that, but they would not agree.

6 MS. ADLER: So our point, Your Honor, is that to
7 the extent that there is a disparity between the Federal
8 Rules of Bankruptcy Procedure and the Federal Rules of Civil
9 Procedure for a particular point, since some of these cases
10 will be tried courts where the Federal Rules of Civil
11 Procedures would govern, we think that the Federal Rules of
12 Civil Procedure should be included in the law that is
13 describing what --

14 THE COURT: Right now, the cases are here.
15 They're governed by the Federal Rules of Bankruptcy
16 Procedure, which incorporate the Federal Rules of Civil
17 Procedure. If they ever go somewhere else, they're
18 obviously going to be bound by the rules that are applicable
19 in that court. So we're going to leave that, we'll leave
20 that the way it is. Okay?

21 MS. ADLER: Okay.

22 THE COURT: On Page 3, in Paragraph A, the third
23 line from the bottom, the word or should be inserted after
24 the parenthetical Fannie Mae. It's just a typo. Everyone
25 got that?

1 MR. BIALEK: Got it.

2 THE COURT: Okay. So then the next thing is Page
3 4, which has to do with Rule 12 motions. And my
4 understanding is that at the bottom of this page, there's
5 language that Ms. Henderson has proposed, correct?

6 MS. ADLER: There's language that Ms. Henderson's
7 group proposed, Your Honor. And the reason that it's in
8 there is one that addresses the merits of a motion to
9 transfer venue. So no one wants to make a gratuitous motion
10 to transfer venue.

11 THE COURT: But this one is -- there are two,
12 there are two different venue motions. Okay? This is
13 improper venue.

14 MS. ADLER: No. This is actually talking about it
15 was intended, this pro forma, to talk about a 1404(a) motion
16 to transfer venue, Your Honor.

17 THE COURT: That's on Page 7.

18 MS. ADLER: No. If you look, Your Honor,
19 respectfully, if you look on Page 4 --

20 THE COURT: Yeah.

21 MS. ADLER: -- 10 lines up from the bottom.

22 THE COURT: Yeah.

23 MS. ADLER: The line that begins, "Any defendant
24 that filed a Rule 12 motion to dismiss or motion to transfer
25 venue in connection with the GSE claims."

1 THE COURT: See, that's the problem, is that there
2 are two buckets: there's the bucket of, I don't have
3 jurisdiction, and this is an improper venue; then there's
4 the bucket of venue transfers.

5 MS. ADLER: Agreed.

6 THE COURT: All right?

7 MS. ADLER: Agreed.

8 THE COURT: But this part should not be dealing
9 with venue transfers. It should say motion to transfer
10 venue.

11 MS. ADLER: Well, then we'll deal with that
12 elsewhere.

13 THE COURT: Okay?

14 MS. ADLER: And I'm happy to explain the problem
15 to you.

16 THE COURT: Okay. That's the problem is that the
17 one --

18 MS. ADLER: You understand, yes.

19 THE COURT: Okay? So that the whole concept of
20 the unique individual affidavit is inapplicable to the lack
21 of subject matter and the improper venue.

22 MS. ADLER: Yes, it may be. I mean, there may be
23 new arguments, but that's correct. But the unique
24 individual affidavit that was foc- -- that is reflected in
25 the crossed-out language at the bottom of Page 4, is indeed

1 about a 1404(a) motion; that's correct, Your Honor.

2 THE COURT: Yes. But that's why that language
3 does not belong on Page 4. It belongs on Page 7, where we
4 are dealing with 1404(a) motions.

5 MS. ADLER: That's fine, Your Honor.

6 THE COURT: Okay.

7 MS. ADLER: We agree. We're not -- I think the --

8 THE COURT: Okay, everyone? Okay?

9 MS. ADLER: We have to deal with it on Page 7 as
10 well.

11 THE COURT: Correct.

12 MS. ADLER: Yes, that's fine.

13 THE COURT: Okay?

14 MS. ADLER: We could just relocate that
15 conversation.

16 THE COURT: Yeah, exactly.

17 MS. ADLER: That's fine, Your Honor.

18 THE COURT: Exactly.

19 MS. ADLER: We agree.

20 THE COURT: Does everybody understand what we're
21 doing?

22 MS. ADLER: Yeah.

23 THE COURT: Okay. So we have to strike on Page 4

24 --

25 MS. ADLER: Take out, "Or motion to transfer

1 venue."

2 THE COURT: Exactly. Okay? And then the unique
3 backed thing is going to be in the motions to change venue.

4 MS. ADLER: So we'll come back to that on Page 7.

5 THE COURT: Right.

6 MS. ADLER: Okay.

7 THE COURT: And I will reiterate my statement that
8 I've made before, which is: on the one hand, folks who
9 weren't here before are not bound by the prior rulings; law
10 of the case is what it is; and I have implored you to not do
11 over things that are unnecessary.

12 But I understand that the rulings have to be made
13 applicable to, you know, new kids on the block in a way that
14 complies with due process. Right? So we're all on the same
15 page about that, right?

16 MS. ADLER: I think we are, Your Honor. There's
17 an additional piece to it, which is: if you made an
18 unsuccessful motion to transfer venue, as every defendant
19 did in the --

20 THE COURT: Yes.

21 MS. ADLER: -- GSE case and wanted to make another
22 one to preserve the record without giving the Court
23 additional work, without radically creating additional work
24 for each of us.

25 THE COURT: You want to preserve your points,

1 yeah.

2 MS. ADLER: It's hard to do in a 1404(a) because,
3 precisely because as you and I have discussed on a number of
4 occasions --

5 THE COURT: Yes.

6 MS. ADLER: -- in the past, it's individual. And
7 it turns, among the critical factors, are the third-party
8 witnesses who have knowledge of the loans at issue. The
9 RMBS loans are different than the GSE loans.

10 THE COURT: Right.

11 MS. ADLER: So I think the problem that we were
12 having when it was mislocated on Page 4 was simply to come
13 up with a mechanism -- and maybe Mr. Bialek and we can
14 continue to talk about it -- that would preserve rights that
15 would address that individual aspect, but that would not
16 create a lot of additional work.

17 THE COURT: I don't really understand why you
18 couldn't, through some good lawyering, do that. I mean, if
19 the prior motion, for example, failed and you had witnesses
20 in four different places and now, you want to make a new
21 motion that has witnesses in four other different places,
22 you know. Look, I don't want to -- it's not --

23 MS. ADLER: You understand. We want to preserve
24 rights. We don't want to gratuitously increase anyone's
25 work.

1 THE COURT: But I think there -- I get your point.
2 I just, I think there's a way to do that via a stipulation.

3 MS. ADLER: I think there probably is.

4 THE COURT: I think there is.

5 MS. ADLER: I agree with you. Thank you.

6 THE COURT: Yeah, okay. Very good. On Page 5 in
7 Paragraph E, there's the supplemental briefing procedure,
8 which is somewhat cumbersome, but I guess it's the best we
9 can do and it's what we did before. Correct?

10 MS. ADLER: Yes, Your Honor.

11 MR. BIALEK: That's correct.

12 THE COURT: Okay. On the fifth line from the
13 bottom that says, "Any omnibus motion," you should insert
14 the words, to dismiss.

15 MS. ADLER: Okay.

16 THE COURT: Okay?

17 MS. ADLER: Good point.

18 THE COURT: And whenever possible, if and when
19 that comes up, just try to agree with each other. Okay. On
20 Page 7, just a couple of nits. I mean, do you care -- we
21 have found nits throughout this that we'll correct.

22 MS. ADLER: We're -- I appreciate them.

23 THE COURT: Do you want me to say -- tell you what
24 they are or do you want me to just do, just --

25 MS. ADLER: Well, probably, because if the outcome

1 of today is that we're going to go back and agree upon a
2 final version.

3 THE COURT: The outcome of today is, hopefully,
4 that you're not going to leave here without a final version.

5 MS. ADLER: Okay.

6 MS. HENDERSON: That's as I understood it, Your
7 Honor.

8 THE COURT: That's the outcome of today.

9 MR. BIALEK: Providing them, it's fine with claim
10 administrator.

11 THE COURT: What's that?

12 MR. BIALEK: Providing the nits as we go along is
13 fine with us.

14 THE COURT: So now we're on Page 7, which is the
15 1404 provision. Right?

16 MS. ADLER: Yup.

17 THE COURT: So you just have to make sure that
18 it's internally consistent and that this particular
19 procedure only deals with motions covered by this paragraph.
20 Right? That these are the -- the individual filing
21 mechanism only deals with these types of motions. Right?
22 You have unique facts about lack of personal jurisdiction.
23 You have unique facts about process. You have unique facts
24 about change of venue. Right?

25 MR. BIALEK: That's correct, Your Honor.

1 THE COURT: Right?

2 MS. ADLER: Yes, Your Honor.

3 THE COURT: Okay. So when you look down about a
4 third of the way from the bottom of the paragraph, and it
5 says, "Notwithstanding the foregoing," you said, "To the
6 extent any existing defendant filed a Rule 12 motion to
7 dismiss or motion to transfer venue, it needs to -- it needs
8 to be referential to -- of the kind listed above herein."
9 Right? Are you following? As opposed to improper venue,
10 lack of subject matter jurisdiction.

11 MS. ADLER: Because we've already --

12 THE COURT: Yes.

13 MS. ADLER: -- come up with the procedure --

14 THE COURT: Exactly.

15 MS. ADLER: -- on Page 4 --

16 THE COURT: Yes, exactly.

17 MS. ADLER: -- for the other kinds of --

18 THE COURT: Yes.

19 MS. ADLER: -- Rule 12 motions.

20 THE COURT: Okay?

21 MS. ADLER: Okay.

22 THE COURT: So in there, you just say a Rule 12
23 motion, you know, of the kind listed herein above, or some
24 similar language like that.

25 MS. ADLER: Okay.

1 THE COURT: Okay?

2 MS. ADLER: Yup.

3 THE COURT: All right. And then, and then the
4 nits are one, two, three, four, five, six, seven line down -
5 - seven lines down. To request a pre-motion conference,
6 such a defendant -- strike a -- such defendant shall file a
7 letter, et cetera, et cetera. Any letter request, et
8 cetera. And then it says, the Court shall schedule a pre-
9 trial conference, that should be a pre-motion conference --

10 MS. ADLER: Good catch.

11 THE COURT: -- or conferences to determine the
12 appropriate way to handle. And then instead of the word
13 any, insert the words, the briefing and/or hearing schedule
14 for the individual jurisdiction venue motion. I really
15 wouldn't use the word jurisdiction because it's not what
16 we're talking about. Well, it is; it's personal
17 jurisdiction.

18 MS. ADLER: It's personal.

19 THE COURT: That's fine. Okay? And finally in
20 the pen ultimate line from the bottom, in order to preserve
21 its appellate rights, if any; instead of that defendant,
22 just say such defendant.

23 MS. ADLER: Your Honor, one --

24 THE COURT: And then we need the language that was
25 on Page 4 to be imported here about the individual unique

1 facts. Right, Ms. Adler?

2 MS. ADLER: Yes, that's what I was -- that is one
3 point I was going to make. And the second point I was going
4 to make was that in the event that the parties can agree
5 amongst themselves on the briefing and/or hearing schedule--

6 THE COURT: There's no need to come.

7 MS. ADLER: -- I assume the Court would welcome
8 that kind of an agreement.

9 THE COURT: Right, I would be delighted. Yes, I
10 would be delighted.

11 MS. ADLER: Subject to your schedule, of course.

12 THE COURT: I made you laugh. I think that's a
13 new -- that's a first, good. Okay. May I turn the page to
14 Page 8? All right. In Paragraph J, it should read: If the
15 Court wishes to hear -- instead of have -- oral argument on
16 any omnibus motion to dismiss, including issues, any issues
17 raised by supplemental briefs, and then let's do an and/or--

18 MS. ADLER: Okay.

19 THE COURT: -- on any individual jurisdiction
20 venue motion. And then instead of the words it, let's say
21 such hearing, parenthesis (s) hearing(s), shall be
22 conducted, et cetera, et cetera. And then on the fourth
23 line, we have another omnibus motion to dismiss, and then
24 give me an and/or --

25 MS. ADLER: Okay.

1 THE COURT: -- on any individual motion. Next
2 line, the Court will advise the parties how much time --
3 insert the -- in the aggregate.

4 And then in K, third line down, I don't believe
5 applicable rule is a defined term, so that A should be a
6 lowercase a in applicable.

7 MS. ADLER: I think it was supposed to be a
8 defined term.

9 THE COURT: Is that where we quibbled about the
10 Federal Rules of Civil Procedure?

11 MS. ADLER: Yes. Well, that's described as
12 applicable rules, but it's at the second line from the top
13 on Page 2.

14 THE COURT: Okay, that's fine.

15 MS. ADLER: So I guess the applicable rule on K on
16 Page should be plural, applicable rules.

17 THE COURT: Okay. So the next, at the bottom of
18 Page 8, I think we get to a substantive point.

19 MS. ADLER: Yes.

20 MR. BIALEK: Your Honor, the group two seeks to
21 add additional reservation of rights language here. Plan
22 administrator doesn't believe that it's necessary. For
23 example, Romanette (ii), which talks about reserving their
24 rights to seek the review of any of the Court's decisions
25 with respect to the motions to dismiss; that's already in

1 here. We pointed that out to group two in the reservation
2 of rights section 11, Page 16-E. So that would be
3 duplicative, from the way I read it, and confusing.

4 And with respect to Romanette (i) in the
5 reservation of rights seems like, you know, they already
6 have those rights. They don't need to keep putting them in.

7 THE COURT: With respect to both of these points,
8 you have these rights. There's no way that these rights can
9 be taken away from you. So that strikes -- that language
10 that's stricken through should be stricken.

11 MS. ADLER: I think -- I can accept that. The
12 concern, Your Honor, was that the reservation of rights on
13 Page 15 in Roman 11(c) said, nothing in this order or in the
14 participation and the briefing or discovery contemplated
15 shall then -- shall be construed as a waiver, and then of
16 certain matters, subject matter, personal or venue issues.
17 And the concern here was that filing an answer is not
18 necessarily participation in the briefing or discovery.

19 THE COURT: Well, look at D: "Nothing in this
20 order will be constructed to waive or limit any otherwise
21 applicable right of any party under the Federal Rules of
22 Civil Procedure or other applicable rule." That's full-
23 throated reservation of rights.

24 MS. ADLER: Okay, Your Honor.

25 THE COURT: Okay?

1 MS. ADLER: We'll live with that.

2 THE COURT: Okay.

3 MS. ADLER: That's fine, as long as its clear that
4 is --

5 THE COURT: Okay. Down at the bottom of Page 9;
6 this one I don't understand. There's a parenthetical that
7 says, but perhaps not all?

8 MR. BIALEK: Sure. Your Honor, I think this was
9 language that was added by group one. The purpose of it, as
10 I understand it, is to make sure that if common requests
11 applied to multiple defendants, but not all defendants, it
12 doesn't get counted as a unique request, as opposed to a
13 common request. We have no objection, but I don't know if
14 Miss Markowitz has anything else to add.

15 MS. LAWRENCE: This is Amanda Lawrence on behalf
16 of the group one.

17 MS. MARKOWITZ: This is Sharon Markowitz. Oh, I'm
18 sorry.

19 MS. LAWRENCE: That was the idea behind this
20 language.

21 THE COURT: Okay. All right. So we're going to
22 leave in, but perhaps not all; everyone's okay with that?
23 All right. Hearing no objection, then that language will
24 stay in. Okay.

25 Now we're down to the horse trading over numbers.

1 Okay, so we're on Page 10, and we're talking about
2 interrogatories.

3 MR. BIALEK: Your Honor, with respect to
4 interrogatories, the plan administrator and group one of the
5 defendants worked hard to reach resolution here. We came up
6 from 30 common interrogatories and 10 unique interrogatories
7 to 110 common interrogatories, and the group one came down
8 from 30 unique interrogatories to 10.

9 We think that the 120 common interrogatories and
10 10 unique interrogatories, with the ability of a party to
11 seek to serve additional interrogatories by stipulation or
12 leave to court is ample. The plan --

13 THE COURT: Is that agreed? I'm sorry. I'm
14 looking at the chart, which is very helpful.

15 MR. BIALEK: It is agreed between the plan
16 administrator and group one. But group two has asked for
17 120 interrogatories and 25 unique interrogatories per party.

18 MS. HENDERSON: Your Honor, this is Tracy
19 Henderson.

20 THE COURT: Okay, hold on. Let me -- I just need
21 to get oriented, okay? Just give me one second. So you're
22 in agreement on the common, 120 common interrogatories.

23 MS. HENDERSON: That's correct, Your Honor.

24 THE COURT: And you disagree on the time of
25 service of the interrogatories and the number of unique

1 interrogatories.

2 MS. HENDERSON: That's correct.

3 THE COURT: Okay.

4 MS. HENDERSON: Your Honor, I believe just shortly
5 before we came to court, group one took the same position
6 that we did, and then they had some side negotiations and
7 came down. Our, the reasoning behind our position is really
8 simple, Judge. We're just seeking to have our statutorily
9 set limits under the Federal Rules of Civil Procedure made
10 applicable by the bankruptcy rules.

11 Here, Judge, in terms of the interrogatories, as
12 an example, it's 25 interrogatories. You know, if I was
13 sitting here representing one individual defendant, I
14 submit, Your Honor, we wouldn't be having this conversation,
15 you know, but we're here.

16 THE COURT: What do you -- I don't understand what
17 you mean by that? If you were, if you were a solo, what
18 would your request on this be?

19 MS. HENDERSON: Just to follow the Federal Rules
20 of Civil Procedure, Judge.

21 THE COURT: Which, in your view, says what?

22 MS. HENDERSON: It says, it says in the statute 25
23 interrogatories that are unique.

24 THE COURT: But what about the fact that you're
25 going to have 120 common interrogatories?

1 MS. HENDERSON: Well, having 120 common
2 interrogatories will provide for things that are actually
3 common. But when you're talking about a situation for a
4 defendant who has a large number of loans, it may not -- we
5 -- that may not suffice. For example, I have a client that
6 has 80 million in claims. I submit, Your Honor, in all
7 those loan files considering each loan file is unique like a
8 snowflake, that there's going to be some unique issues that
9 are not covered by the common interrogatories.

10 Judge, we're just not prepared at this point to
11 concede.

12 THE COURT: I mean, I guess that my view of this
13 is that the notion that you -- that in the situation you
14 describe, that you should not count at all the fact that
15 you're getting 120 other interrogatories that actually apply
16 to your loans. It just doesn't -- that just doesn't make
17 sense to me.

18 I mean, if you say that -- I mean, interrogatories
19 -- I mean, lawyers are clever, right? They can have parts
20 (a)(b) and (c). I mean, it just -- the utility of this just
21 seems limited.

22 MS. HENDERSON: I agree from a practical
23 perspective with Your Honor. But when you're talking about
24 the fact that the plan administrator has a burden of proof
25 to prove a material breach on a loan-by-loan level;

1 likewise, we have the burden to defend each individual
2 breach.

3 THE COURT: Right. But if you were -- if it were
4 just you against them, you would have 25 interrogatories.

5 MS. HENDERSON: We'd have 25 interrogatories,
6 right.

7 THE COURT: You now are asking for 145
8 interrogatories.

9 MS. HENDERSON: Well, the common interrogatories,
10 Your Honor, may not touch the individual facts within the
11 loan. There are very different --

12 THE COURT: But stick with me here. If the common
13 interrogatories are going to ask for facts that, in fact,
14 have to do with your loans, right? So you are 120
15 interrogatories -- you are 95 interrogatories up from what
16 you would have otherwise had if you were just by yourself.

17 MS. HENDERSON: It depends on how you ask the
18 questions. You know, Your Honor, we may get, on a general
19 level, something applicable to all 200 defendants. But when
20 you're getting into dealing with defending a loan,
21 individual loan that's very different from the other
22 thousands of loans out there.

23 A loan defense can turn on one question, Judge. A
24 loan defense can turn on one document --

25 THE COURT: Yes, I understand that.

1 MS. HENDERSON: -- having gone through this.

2 THE COURT: And a loan defense and prevailing in
3 an action is not going to turn on whether or not you've
4 gotten to ask a particular interrogatory.

5 MS. HENDERSON: It may or may not, Your Honor. It
6 may or may not.

7 THE COURT: The outcome of a case is not going to
8 turn on whether or not you got in an interrogatory. The
9 outcome of the case is if we go to trial, you're going to
10 get full document production, and whether or not you ask
11 them a question about something, it's not going to turn on
12 that. You're already getting 120 common interrogatories and
13 you're basically saying they should count for nothing.

14 MS. HENDERSON: I'm just saying they're different,
15 Judge. And I'm actually --

16 THE COURT: You would ask those anyway. You would
17 ask 20 of them anyway. You would ask, you would ask them
18 anyway. You're getting 120 interrogatories worth of
19 information, and on top of that, you're getting unique
20 interrogatories.

21 MS. HENDERSON: Across 200 defendants, Judge, with
22 many, many loans at stake.

23 THE COURT: That's irrelevant. You, as one of the
24 common -- you're getting the benefit of answers to 120
25 interrogatories. You're getting the benefit of those

1 answers.

2 MS. HENDERSON: I agree, Your Honor, but I have
3 2000 loans to defend. There's a chance that those 120
4 interrogatories may not suffice, and I may need more -- I
5 may need the 25 unique, yeah.

6 THE COURT: Okay. So you think -- so 10 won't do
7 it, but 25 interrogatories --

8 MS. HENDERSON: Could potentially, yes, Your
9 Honor.

10 THE COURT: -- would make the difference in
11 whether or not you prevail.

12 MS. HENDERSON: Yeah. And the position, Judge --

13 THE COURT: You don't seriously mean that. Your -
14 - they're going to be documents cases. They're --

15 MS. HENDERSON: They could be. They could be
16 borrower intent in an occupancy claim, Your Honor. It's --
17 the point is is that the Federal Rules of Civil Procedure
18 provide that, and I have 2000 loans.

19 THE COURT: But you're not --

20 MS. HENDERSON: There are many, many hundreds of
21 loans.

22 THE COURT: You're not counting the 120; they
23 count. It's not that they count a fraction of. If you have
24 a pile of interrogatories in front of you, for each of your
25 clients, you have 120. They each have that in their pile of

1 interrogatories.

2 MS. HENDERSON: My concern, Judge, is although 120
3 sounds like a large number, when you're talking about 200
4 lawyers that have different worldviews on how to litigate
5 this case -- I personally have 2000 loans to defend, 25
6 replies -- there is a chance the particular interrogatory
7 that I need for my clients is not going to be able to be
8 asked in that group.

9 THE COURT: So let's assume, okay, that in that
10 120, you prevail and 10 of your interrogatories get accepted
11 into that group. Don't you think that it's likely that you
12 would prevail in getting that 120 to include 10 of the
13 interrogatories that you want to ask?

14 MS. HENDERSON: I would respectfully tell Your
15 Honor I don't think it's likely because I am one attorney
16 out of hundreds.

17 THE COURT: You don't think, given the role that
18 you've taken and the number of clients you represent, you
19 don't think that you would likely prevail and get 10; that
20 you would get shutout and that the 10 interrogatories that
21 Tracy Henderson wants would not be included in that group?
22 I respectfully disagree.

23 I think that you're going to get at least 10
24 interrogatories in that group; and, therefore, I'm going to
25 give you 15 unique interrogatories. Okay?

1 MS. HENDERSON: Thank you, Your Honor.

2 THE COURT: All right.

3 MS. HENDERSON: So you had another point, another
4 question, Judge.

5 THE COURT: There seems to be a difference about
6 the service date of the interrogatories; 65 days versus 70
7 days.

8 MS. HENDERSON: You know, I think Miss
9 (indiscernible) may want to weigh in on this, Your Honor.

10 THE COURT: I'm sorry?

11 MS. HENDERSON: I think Miss (indiscernible) may
12 want to weigh in on this, Your Honor, but here's the
13 position. So in this proposed case management order, LBHI
14 is obviously, for good reason, trying to move these things
15 along, but they're frontloading a lot of procedural
16 deliverables in the first 60 days.

17 And just taking my firm as an example, we've got
18 20 -- 46 initial disclosures to do. We've got to discuss a
19 protective order. We're looking at discussing ESI protocol,
20 search terms.

21 THE COURT: We've got a courtroom full of people
22 and we're arguing over 10 days.

23 MS. HENDERSON: No, the point -- it's a larger
24 point I'm trying to make, Your Honor. In normal litigation,
25 you would have the complaint filed and answer would be due,

1 and then you would begin to start doing discovery, right?

2 In a lot of these -- in this particular case, they're

3 seeking to serve the document demands, the interrogatories,

4 I think before the -- once the case management order is

5 entered, which is the way the language is written.

6 So, again, what we would be facing is a great

7 frontloaded --

8 THE COURT: I'm sorry, I missed it. I don't

9 understand that. There's going to start discovery before

10 this order gets entered?

11 MS. HENDERSON: So the way it's -- yeah. The way

12 it's written, Your Honor, is it says, if you look at on Page

13 10, No. 1, "Initial interrogatories shall be served no later

14 than 65 days after the entry of the order." The way that

15 language is written, it provides the plaintiff the

16 opportunity to serve the discovery once the case management

17 order is entered; and, in fact, we've received draft

18 discovery, Judge.

19 So the concern here is that we're in the middle of

20 negotiating a protective order, dealing with initial

21 disclosures, dealing with deciding whether to answer or

22 respond to the complaint with a motion. There's also the

23 ESI protocol that needs to be -- the search terms. And if

24 you turn over to, I believe, it's --

25 THE COURT: Let -- just let's skip to the bottom

1 line here. What is it that you want?

2 MS. HENDERSON: More spread out procedural
3 deliverables, Your Honor. The language that we propose
4 would be, shall be served no earlier than 65 days. That
5 gives us more bandwidth within the first 60 days to deal
6 with the issues I just put before the Court.

7 MR. BIALEK: Your Honor, can I jump in here?

8 THE COURT: Yeah.

9 MR. BIALEK: There's a theme here, and you'll see
10 it as we go through the remainder of the CMO, the case
11 management order, is anything that the defendants -- I
12 guess, particularly, group two -- has to do early on, they
13 try to push back. And anything that they want the plan
14 administrator to do, they try to push forward, which is
15 inconsistent.

16 Here, obviously, we're asking for initial
17 interrogatories to be served no later than 65 days, which
18 was a compromise in and of itself with group one. It
19 doesn't have to be every single interrogatory, obviously,
20 but we would like to start the --

21 THE COURT: What's the definition of -- how does
22 that work, what's the definition of initial interrogatories?

23 MR. BIALEK: I think it's a good faith effort to
24 start the interrogatory process.

25 THE COURT: I mean, here's the thing. We've been

1 at this for a really long time. I mean, the fact that you
2 are making the arguments that you're making, Ms. Henderson,
3 about your need for interrogatories reflects that you've
4 thought about these issues for a long time. Sixty-five days
5 is a long time; it's over two months. It's a long time. We
6 need to get going.

7 We need -- we've been at this for a long time and
8 the time's been lengthened by the fact that we have had to
9 have extended negotiations, if you will, over these orders.
10 There are cases even larger and more complex than this in
11 which these kinds of deadlines are reasonable; they're not
12 unreasonable.

13 I mean, I have no doubt you could go back to your
14 office and, within a couple of days, turn out a pretty
15 decent set of interrogatories. So given that these are only
16 initial interrogatories, I just don't see the issue.

17 MS. HENDERSON: Your Honor, it took me 16 hours'
18 negotiation in the initial matter for the case management
19 among the group, the joint defense group. It is not an
20 insignificant task to come up with 120 interrogatories or
21 interrogatories.

22 THE COURT: Okay. But, I mean, but you could, if
23 we started the clock today, you could -- the group could
24 have 10 days to send in their proposals, and then you could
25 have discussions. Sixty days is a long time, it's a long

1 time.

2 MS. HENDERSON: We're not seeking to shorten the
3 65 days, Judge. We're just seeking to have the discovery
4 start at the 65th day or later, so that we can work on
5 motions, initial disclosures, the protocol, et cetera.

6 THE COURT: Motions aren't the same --

7 MS. HENDERSON: Et cetera.

8 THE COURT: The motions, the motions -- you've
9 been given the opportunity and a mechanism to not have to
10 repeat work, while at the same time, preserving your rights.
11 There are no different -- there -- the issues are largely
12 the same. It does not require all-consuming round-the-clock
13 work; it just doesn't. That's the whole point of this is
14 efficiency, and you're turning that concept on its head.

15 MS. HENDERSON: Let me put it a different way,
16 Judge. I think the plaintiff has somewhere around 400
17 initial disclosures to deal with in the first 60 days.
18 Right? I've only done 46. I've done my 23 answer
19 templates. But I've got to look at -- you know, there's --
20 and I'm potentially drafting motions, even pro forma motions
21 are work.

22 And then you add into the mix coordinating with
23 200 other lawyers and their schedules and their ideas.
24 We're still discussing the protective order after two weeks,
25 Judge. It's just -- there's too much procedural

1 deliverables in the first 60 days. The request is simply
2 that we move some of them to the 60th day. And by way of
3 example --

4 MR. BIALEK: More than half of the defendants
5 already have agreed that this is a reasonable schedule, and
6 we spent a whole lot of time negotiating that with them in
7 coming up with this. So we think that this is a reasonable
8 timeframe.

9 THE COURT: It says initial interrogatories.
10 There literally is no reason why -- I just gave you 15
11 unique interrogatories. There's literally no reason why you
12 wouldn't be able to sit down and do those.

13 And I just -- it is not, it's not credible that
14 this group hasn't thought about these issues and that there
15 aren't already templates for the types of things you want to
16 know about these loan files. It's inconsistent with the
17 motion practice that's already occurred in this case.

18 So we're going to do with what the plan
19 administrator wants, but we're going to say -- we're going
20 to stick with the no later than and we'll call it 70 days.

21 MS. HENDERSON: Your Honor, I think there's
22 another point in here that may be apropos to discuss at this
23 time.

24 THE COURT: In No. 1?

25 MS. HENDERSON: Your Honor, it has to do --

1 actually, you know what, Your Honor? I'll wait until we get
2 to that page.

3 THE COURT: Okay. So for the interrogatories,
4 they'll be served no later than 70 days after the entry of
5 this order. Now, in the request for production, okay, let's
6 hear the bid and the ask on that.

7 MR. BIALEK: Sure. For the request for
8 production, the plan administrator and group one have agreed
9 that unlimited number of common requests and 10 unique
10 requests per party, and that the initial set be served
11 within 30 days after the entry of the CMO. The plan
12 administrator had already provided our draft request in
13 December, so they've had it for a very long time.

14 Group two would like unlimited number of common
15 requests and unlimited number of unique requests, and they
16 would like the requests to be served no earlier than 90 days
17 from the date of this order. Obviously, it's our position
18 that if you have unlimited, unique and unlimited common, why
19 would we use the common? So basically, they're attempting
20 to avoid any effort to coordinate their document requests.

21 MS. HENDERSON: That's, Your Honor, the defendants
22 have agreed to endeavor to coordinate, and we have worked
23 really hard to coordinate. It's a very difficult task with
24 the number of attorneys, Judge.

25 This is another situation where it's based on the

1 Federal Rules of Civil Procedure. We're just seeking to
2 have our statutorily limited rights under the Federal Rules;
3 that's it, Judge. And it's -- I can tell you, I've been
4 talking to a large number of joint defense group colleagues,
5 as well as my clients, don't have any documents. So part of
6 what we need to do in this effort is have meaningful
7 discovery. My clients cannot --

8 THE COURT: I don't under why, in the same breath,
9 you're telling me that you don't have any documents. What
10 does that have to do with the fact that you want unlimited
11 individual requests for production?

12 MS. HENDERSON: It's what the Federal Rules of
13 Civil Procedure say, Your Honor.

14 THE COURT: No, no, no. What is the fact -- you
15 said my clients don't have documents; what does that have to
16 do with your desire to have unlimited individual requests
17 for production?

18 MS. HENDERSON: I'm sorry, Your Honor, I wasn't
19 clear. It's a separate point. Thirty days is a very short
20 timeline.

21 THE COURT: Okay. But you're jumping all over,
22 okay. You say you have no documents, right?

23 MS. HENDERSON: For the most part, yes, Your
24 Honor.

25 THE COURT: Okay. I'll accept that for the

1 purpose of this. Does that have anything to do with the
2 fact that you want unlimited requests for production to
3 serve on Lehman?

4 MS. HENDERSON: No. Thank you for clarifying
5 that.

6 THE COURT: Okay. No, that has nothing to do with
7 that, right?

8 MS. HENDERSON: Yeah.

9 THE COURT: The idea that, that you should be able
10 to have unlimited requests for production and then the
11 burden would shift to them to go through, to parse what you
12 mean and to parse what each one means and whether there's
13 overlap. That's just asking for everyone to have to do
14 unnecessary work.

15 MS. HENDERSON: Your Honor, the statute provides
16 for the opportunity for the plan administrator to come to
17 Your Honor and claim unduly burden production requests.

18 THE COURT: Of course, everyone --

19 MS. HENDERSON: We're just asking for the statute
20 to be followed; that's it.

21 THE COURT: Everyone has that.

22 MS. HENDERSON: Right, right. We're not intending
23 to do that, Judge; we're just seeking our statutory rights.

24 THE COURT: Miss Henderson, I'm going to get --
25 you're going to serve a document request that's going to be

1 40 pages long; that's what you're going to do.

2 MS. HENDERSON: I hope not.

3 THE COURT: Well, I mean --

4 MS. HENDERSON: I hope not.

5 MR. BIALEK: Your Honor, they're getting unlimited
6 common issues -- common document requests, unlimited, so
7 they get to do a lot with that. And, frankly, the issues
8 overlap.

9 THE COURT: Let me -- just think about that,
10 right? In the interrogatories, you wouldn't agree with me
11 that you would be able to successfully negotiate 10
12 interrogatories to count in the -- against the 120, okay. I
13 disagree with you. I think that you're far more effective
14 than that.

15 Here, with unlimited number of requests related to
16 common issues, you get to lob in your requests, and they get
17 to go on the common list and like stead because the issue
18 that you came up just became a common issue for everybody.
19 So I'm not going to give you the ability to bury them in
20 paper, and then everyone have to go through and me to have
21 to go through what the burdens are.

22 We're going to come up with some reasonable
23 number, and you're going to have the ability to seek to
24 serve additional interrogatories. It's much simpler than
25 going through 40 pages and comparing unique requests with

1 common requests and having arguments about whether that's
2 covered by that. You will get documents. You will get a
3 ton of documents, right?

4 And then you'll be able to say to yourself, huh, I
5 didn't get any documents that relate to X, Y and Z issues.
6 And either they're covered by the requests, in which case,
7 you're going to say to them, where are those documents.
8 They'll say we don't have any. You'll say, great, certify.
9 I'll say, great, certify. Or if not, you'll get leave to
10 file additional requests.

11 That's a much more streamlined procedure than two
12 sets of voluminous document requests where we're going to
13 have to parse and match and word, you know, and nitpick.
14 Okay? So why don't we say you get 25 unique requests with
15 leave to seek to propound additional requests for cause
16 shown.

17 MS. HENDERSON: Thank you, Your Honor.

18 THE COURT: Okay? All right. Now the timing for
19 this.

20 MS. HENDERSON: So, Your Honor, again, it's the
21 same argument. I don't want to repeat myself.

22 THE COURT: Yes.

23 MS. HENDERSON: But it's just too much procedural
24 deliverables in the first 60 days, especially when it's
25 dealing with documents. And what I was trying to say

1 earlier, Your Honor, is, the discovery needs to be
2 meaningful, so I -- we need loan files from -- we have no
3 loan files from the plaintiff. And I believe they're
4 endeavoring to deliver them within 60 days. Before we get
5 those loan files, I don't even think we can draft meaningful
6 interrogatories or document demand requests.

7 THE COURT: Yeah, but that's -- that suggests the
8 opposite. Initial requests as to common issues should be
9 served within 30 days after the CMO. Request no. 1, all
10 loan files.

11 MS. HENDERSON: That'll be by court order here,
12 this is entered, so we won't waste that one and the one
13 enjoining.

14 THE COURT: We've got to get started, okay? We've
15 got to get started.

16 MS. HENDERSON: We don't seek to delay, Judge. We
17 just want it to be meaningful. We don't have anything to
18 ask right now, at least on the RMBS side, Judge.

19 THE COURT: You don't have anything to ask?

20 MS. HENDERSON: We have general things we could
21 ask, yes, Your Honor. But in order for it to be meaningful,
22 remember, we're dealing with a loan-by-loan defense and
23 burden of proof here. For it to be meaningful, to get to
24 the meat of our loans, we need loan files. We don't have
25 any of that. Our firm needs addresses. I think I'm lucky

1 in that regard.

2 THE COURT: Initial request as to common issues to
3 be served within 45 days after the entry of the CMO. Look,
4 at any time, you have the right and the ability to send a
5 letter or make a request for relief based on burden or other
6 circumstances. You know that -- you know that I'm
7 responsive.

8 MS. HENDERSON: Absolutely, Your Honor.

9 THE COURT: Okay.

10 MS. HENDERSON: Yeah, absolutely. Thank you, Your
11 Honor.

12 THE COURT: I'm just -- I am, I am concerned with,
13 with moving, moving this forward. Okay, request for
14 admission.

15 MR. BIALEK: Your Honor, the plan administrator
16 and group one negotiated 30 common requests per side and 10
17 unique per party. And group two requests 120 common per
18 side and unlimited individual requests for admission
19 individually or unique issues. In the plan administrator's
20 mind, requests for admissions aren't particularly helpful,
21 other than with respect to perhaps authenticating documents.

22 THE COURT: Right.

23 MR. BIALEK: Which we have specifically carved out
24 in the last sentence, that at the close of discovery, the
25 parties shall meet and confer as to the authentication of

1 documents by stipulation or through additional requests for
2 admission. We think that our offer and what we agreed on
3 with group one is reasonable and workable and efficient.

4 THE COURT: I mean, you're always free prior to
5 trial, be it here or somewhere else, to stipulation to
6 agreed facts, right? Just personally never been a huge fan
7 of requests to admit.

8 MS. HENDERSON: I have nothing to add on this one,
9 Your Honor.

10 THE COURT: All right. Well, we're going to go
11 with the plan administrator's views on this one. Okay, I
12 think I can turn the page to 11. And explain to me the
13 first one, Ms. Henderson, is this the 30/60 day, or Miss
14 Adler?

15 MS. ADLER: Well, we wanted 30 days and we wanted
16 additional documents inside those 30 days. And the
17 documents that we've requested are the documents that are
18 integral to the complaint and that support or will not
19 support or provide facts where there are none for the
20 allegations of the complaint, as well as the rights --

21 THE COURT: I understand.

22 MS. ADLER: -- the rights under which --

23 THE COURT: Yeah, I got it.

24 MS. ADLER: -- the defendants purport to sue.

25 THE COURT: So let's, let's --

1 MS. ADLER: And the reason that we asked for 30
2 days, Your Honor, is because motions and responses are due
3 the 60th day.

4 THE COURT: I understand.

5 MS. ADLER: Okay.

6 THE COURT: Okay. So let's just talk about
7 practicality, okay? So we're going to talk about loan
8 files, then we're going to talk about other stuff, and we're
9 going to talk about 30 versus 60. As a practical matter,
10 where does the estate stand in terms of its ability to turn
11 over loan files?

12 MR. BIALEK: As a practical matter, the estate can
13 turn over loan files within 60 days, and that's what we
14 offered to do.

15 THE COURT: Could you turn over loan files in 30
16 days?

17 MR. BIALEK: We do not believe that we could.

18 THE COURT: Could you turn over any loan files in
19 30 days?

20 MR. BIALEK: Perhaps. But, unfortunately, Bates
21 stamping electronically and organizing in folders so that
22 we're not turning over the wrong loan files to the wrong
23 counterparties takes a lot more time than you would imagine.
24 So we have volunteered this, and we've been working to
25 achieve that goal, and we think that we could hit the 60-day

1 mark.

2 THE COURT: Well, Ms. Adler, when -- what's the
3 date that you would have to file a motion on?

4 MS. ADLER: The 60th day, same day. So we would
5 not have the benefit of being able to see the loan files to
6 assess defenses or possible motions.

7 THE COURT: But let's think about this, okay? For
8 lack of subject matter jurisdiction, been there/done that.

9 MS. ADLER: What about a 12(b)(6), Your Honor,
10 respectfully?

11 THE COURT: Yes.

12 MS. ADLER: And there may be additional arguments
13 that are contained with resp- --

14 THE COURT: Yeah, yeah.

15 MS. ADLER: You know, I don't know, in those loan
16 files and/or the other documents listed there that speak to
17 subject matter jurisdiction, possibly improper venue,
18 possibly a 12(b)(6).

19 THE COURT: I just -- some of the 12(b)(6) that I
20 am not smart enough to think of, I get. But how anything in
21 the loan file could possibly bear on improper venue; we've
22 been there/done that. The Court's subject matter
23 jurisdiction; been there/done that. A 1404 motion, you know
24 --

25 MS. ADLER: Well, I can imagine if a loan purchase

1 agreement or a broker agreement had a venue provision
2 elsewhere, right, that that might speak to it.

3 MR. BIALEK: I don't mean to interrupt, but I'm
4 not aware that you're entitled to discovery before initial
5 motion practice. In an ordinary course, you get a
6 complaint, you have 30 days to answer or move to dismiss,
7 and whatever documents you have, you have kind of falls
8 under -- you know, we offer this to kickstart discovery, not
9 to make us face summary judgment motions, which attaching
10 outside documents.

11 THE COURT: Here's what we're going to do, okay?
12 You -- Lehman needs to start producing loan files no later
13 than the 30th day after entry of this order, and you need to
14 complete production by the 60th day. There's no reason why
15 you need to dump loan files on the 59th day. I mean, you
16 must have loan files ready to go -- must.

17 MR. MAHER: Your Honor, it's more complicated than
18 that because we have to produce certain loan files to
19 certain people under the protocols.

20 THE COURT: Okay.

21 MR. MAHER: It is not an easy task to take all of
22 these loan files, which are fairly voluminous, and start
23 producing them piecemeal within 30 days. We wanted to do it
24 in a comprehensive organized fashion, so we'd be able to do
25 it within 60 days; that's the issue.

1 MR. BIALEK: The other practical part is we kind
2 of have --

3 THE COURT: I am not -- I'm sorry, I just don't
4 understand this. I mean, on the 60th day, it's not going to
5 be that all the loan files are going to be ready to go.
6 There are going to be loan files ready to go. I'm not
7 suggesting that you -- that I'm not trying to impose chaos.
8 But when you, when you have a set of loan files, however you
9 might categorize them and I suppose there are a number of
10 different ways, there's no reason to hold production of them
11 until you have everything. I'm just not understanding that.

12 MR. MAHER: Your Honor, there's -- I understand
13 what you're saying. But there's really a separate issue
14 here, which is we have voluntarily agreed to start producing
15 discovery within 60 days. That's not part of what -- the
16 normal process they're going to ask for discovery. It's
17 something we're volunteering. Now, they're saying you have
18 to do it quicker and in the way we want to do it.

19 It doesn't seem reasonable to say we're going to
20 produce all the loan files and then 60 days seems
21 reasonable.

22 THE COURT: I want you to answer my question. Why
23 can -- I refuse to believe, and I would be annoyed to find
24 out, that the plan administrator has not been working and
25 does not have available to it loan files in a form that

1 could be shared.

2 We've already been through or going to go through
3 ADR and mediations. There has to be something that you are
4 in the position to be able to turn over. I mean --

5 MR. MAHER: We hear what you're saying, Your
6 Honor, and we will do our best to comply.

7 THE COURT: Well, I'm going to -- then the order
8 is going to say that you're going to start -- on a rolling
9 basis in good faith you're going to turn over loan files,
10 commencing on the 30th day and completing it by the 16th
11 day.

12 MR. BIALEK: What we're talking about, Your Honor,
13 is the way that the process works is that we have loan files
14 in one database. You have to move it to another database,
15 put it into a searchable format. You need to inventory it
16 so that you know what you're actually producing. And then
17 we can find it and everything like that.

18 THE COURT: Sure, mm hmm.

19 MR. BIALEK: And it's also counterparty by
20 counterparty, and it's just a longer process than 30 days.

21 THE COURT: But what you're telling me is that
22 it's a longer process than 30 days and that not a one will
23 be ready before the 30th day, but that all of them will be
24 ready between the 30th day and the 59th day. And that's
25 just not reality. That's just -- I don't -- I'm sorry, I

1 just don't believe that.

2 MR. MAHER: We understand what Your Honor is
3 ordering. We'll certainly do our best to comply with the
4 order, Your Honor. That's our job and our responsibility.

5 THE COURT: Okay. We're going to stick with that.
6 And if there's some glitch, to use a technical legal term,
7 if there's some glitch when you go to your vendor or whoever
8 it is and -- I mean, my view is that you should have been
9 working on this all along. Okay?

10 MR. MAHER: Yes.

11 THE COURT: So that's my view. If there is some
12 glitch that truly will make this impossible, truly will make
13 this impossible, then you should let us know. And then
14 we're going to have to give them some relief. I understand
15 the point that this is a little topsy-turvy from the way the
16 usual world works. But we're in kind of a topsy-turvy world
17 because you are making claims against the Defendants
18 relating to the loan files. And they are saying, and I take
19 them at their word, they don't have the loan files.

20 MR. BIALEK: Just to be clear, Your Honor, only
21 one of the Defendants' counsel said that they didn't have
22 the loan files. That's not necessarily what we've been
23 hearing from a number of other counterparts.

24 MS. ADLER: Your Honor, with respect to that, I
25 just want to point out in the schedules -- and we've had

1 this conversation -- that were attached to the complaints,
2 that listed the particular loans at issue, the numbers that
3 were listed were not the mortgage-originated owners; they
4 were Lehman or the trustees or somebody else's numbers.

5 THE COURT: Ms. Adler, you won this point.

6 MS. ADLER: I understand. Thank you, Your Honor.
7 Thank you. I appreciate it.

8 THE COURT: All right. Okay. But then now we
9 have to get to the second bucket of issues, which is the
10 other stuff. Okay? And there's no way that they're going
11 to complete document production of all the other stuff to
12 which you're entitled. But they're not going to be able to
13 complete that in that same timeframe. That's just not going
14 to happen. So to the extent that -- and I don't believe
15 that -- to the extent that you received something in
16 document production after the deadline for making a motion
17 contemplated by this order, you would obviously be entitled
18 to make a motion based on what you discovered. To me,
19 that's a motion for summary judgement, or a motion for
20 partial summary judgement, or some other type of a Rule 12
21 motion that's not already covered by all of this stuff,
22 which is the generic we-don't-want-to-be-here motions.

23 So, again, keeping to the principles of reasonable
24 deadlines, moving this along, and not denying your rights
25 that you're entitled to under the federal rules and due

1 process, there's got to be a way to work this out.

2 So what's Lehman's offer on when you will produce
3 these other documents that are now stricken through in this
4 document production paragraph?

5 MR. MAHER: Your Honor, that's part of their
6 document requests. They're going to serve document requests
7 on us, we're going to serve document requests on them.
8 We're going to respond to the document requests in the
9 ordinary course.

10 THE COURT: Right, okay.

11 MS. ADLER: Your Honor, our position is that the
12 documents in addition to the loan files that are listed here
13 are documents that are integral to the complaint. And but
14 for those documents, the Plaintiff could not have brought
15 the complaints.

16 So for example, with respect to assignments, it
17 contends that it got the rights to bring these actions
18 pursuant to assignments. We know that the judge is clear,
19 your theory, Your Honor, on subject matter jurisdiction is
20 that Lehman Holdings had these pre-petition contingent on
21 matured rights. But if those rights were not assigned to
22 them until after the petition was filed, that arguably
23 creates a whole new subject matter jurisdiction argument.

24 The loan purchase agreements are those that they
25 contend they're suing under, and broker agreements. The

1 trust agreements could generate a 12(b)(6) motion.

2 They say that they have these rights precisely --
3 these are integral to the complaint.

4 THE COURT: So how did we go through the whole
5 last round without you having these?

6 MS. HENDERSON: It was a longer period of time,
7 Your Honor.

8 Your Honor, Tracy Henderson. Additionally, in the
9 GSC space, as you stated earlier, we were given the
10 documents for the ADR purpose. Because it went demand, ADR,
11 then lawsuit. Here it's lawsuit, then ADR. And a faster
12 timeline.

13 MS. ADLER: And at this point we both have lived
14 through things. The Plaintiff alleges that it made, never
15 specifying in the complaints, quote, coextensive
16 representations. Surely we are entitled to know what those
17 representations were and when they were made, since
18 obviously there would be a problem if they didn't warrant
19 assigned -- the reps and warranties that they reportedly
20 relied on in part, according to the complaint. And that
21 generates the alleged liability for our clients if they
22 didn't have the reps in mind to -- at the time.

23 THE COURT: But turn the page. Look at additional
24 disclosures.

25 MS. ADLER: I'm sorry, you're on Page 12, Your

1 Honor?

2 THE COURT: Yeah, on Page 12.

3 MS. ADLER: Okay. So on Page 12 we're talking
4 about the trust agreements.

5 THE COURT: Right.

6 MS. ADLER: And again, that's 45 days, which might
7 make it tough to put a 12(b)(6) together in the 15-day
8 period between 45 days and 60 days when the motion is--

9 THE COURT: The plan administrator --

10 MS. MARKOWITZ: Sorry to interrupt, but it's very
11 difficult to hear Ms. Adler over the phone. If she could
12 get closer to the microphone or speak up.

13 MS. ADLER: Surely, thank you. Is that better?

14 THE COURT: Let's deal with this group of
15 documents under the additional disclosures section. Right?
16 Why don't we just deal with it under the additional
17 disclosures section?

18 MS. ADLER: Well, then we should add some of the
19 other documents into the additional disclosures and we
20 should address the timeframe. Since, again, the way that
21 the additional disclosures is written --

22 MR. BIALEK: Your Honor, the additional
23 disclosures section, which was heavily negotiated between
24 the plan administrator and group one is a much narrower
25 group of initial disclosures. On Page 11 they're asking for

1 numerous categories of documents. On the initial
2 disclosures we've agreed to give them a schedule --

3 THE COURT: Let's do this with an example, to use
4 Ms. Adler's example so that we can come to a practical
5 solution to this. Ms. Adler posits that perhaps there is an
6 assignment that occurred post-petition?

7 MS. ADLER: Yes, Your Honor.

8 THE COURT: Okay. And that she wants to make a
9 motion with respect to the Court's jurisdiction once she
10 discovers an assignment agreement that's post-petition.
11 Okay.

12 Under your view of this order, how does she get to
13 do that? Because she won't have gotten that document within
14 the timeframe for making that motion? I find it useful to
15 take a concrete example and solve for that and then --

16 MR. MAHER: Sure. Your Honor, we start from the
17 principle that we've made allegations in the pleading.

18 THE COURT: Right.

19 MR. MAHER: And they're now seeking evidence which
20 either confirms or contradicts what we've pleaded in the
21 pleading. My point is that the normal course of litigation
22 that we start producing evidence, and then they sit back and
23 say, well, give me more evidence and I will then file some
24 kind of a motion.

25 THE COURT: Okay. But answer my question. This

1 order purports to set a timeframe for them to make certain
2 motions.

3 MR. MAHER: Right.

4 THE COURT: Okay. You're quite right, normal
5 course is all of that proceeds and then discovery proceeds.
6 But in a normal litigation, they then would have the
7 opportunity to make motions based on what the documents
8 produce.

9 MR. MAHER: Certainly.

10 THE COURT: So in the hypothetical that Ms. Adler
11 has identified where she gets a document at a time that's
12 outside the timeframe as contemplated by this order --

13 MR. MAHER: Yes.

14 THE COURT: -- how does she have the right to make
15 that motion?

16 MR. MAHER: Initially she makes a motion with
17 respect to the pleadings as provided for in the documents.
18 If there is a subsequent production that she thinks gives
19 her a basis to file a motion on subject matter jurisdiction,
20 which is not a waivable defense, as you well know, Your
21 Honor --

22 THE COURT: Yes.

23 MR. MAHER: -- that can be brought to the Court's
24 attention at that appropriate time, and she can request
25 relief.

1 THE COURT: That's what I thought I said about 15
2 minutes ago. To the extent that you get documents and you
3 say ah-ha, I now have a dispositive motion, you're going to
4 get to make that motion notwithstanding these other
5 deadlines, which frankly are largely focused on what we've
6 already done already.

7 MS. ADLER: Your Honor, if there were an
8 assignment and it exists right now, then one ought -- and it
9 generated a lack of subject matter jurisdiction in this
10 court --

11 THE COURT: But don't assume -- I mean --

12 MS. ADLER: I'm not assuming. If it did. But to
13 follow up on this hypothetical. Then a client, a defendant
14 should not be put to the expense and burden of --

15 THE COURT: It's no different --

16 MS. ADLER: -- discovery.

17 THE COURT: It's no different from anything else
18 that happens in litigation. It's --

19 MS. ADLER: I think it is different in the sense,
20 Your Honor, that if this were not being treated in a
21 collective forum and it were a one-on-one litigation with
22 respect to particular contracts and particular reps and
23 warranties, those contracts, those reps and warranties and
24 any contract that enabled the plaintiff to sue would be
25 attached to the complaint or provided up front.

1 THE COURT: That's -- I disagree with that.

2 MS. ADLER: On a breach of contract, we made reps
3 and warranties --

4 THE COURT: There's no -- you don't have to attach
5 all of your evidence to a complaint. And on subject matter
6 jurisdiction -- your hypothetical, right? A document
7 emerges that supports your theory. I agree with your
8 theory. Right? The case is not going to go away, it's just
9 going to go to a different court.

10 MS. ADLER: Understood.

11 THE COURT: Okay? So --

12 MS. ADLER: It is if the plaintiff brings it
13 elsewhere, right? I mean -- but --

14 MR. DINNER: This is Dean Dinner. And if I might
15 interject. Because I think there's perhaps another example
16 also, although it is a much more limited example. And that
17 is the successor liability situation. As you'll note, we --

18 THE COURT: Excuse me. I'm going to stop you.
19 Okay? I'm not going to start talking about successor
20 liability right now. Okay? Successor liability --

21 MR. DINNER: That's fine.

22 THE COURT: The facts with respect to successor
23 liability are within the control of the Defendants. We've
24 been through this. If you -- if Defendants have documents
25 that demonstrate the fact that they do not believe they have

1 successor liability, that's not within Lehman's control.
2 We're talking about trust agreements, loan purchase
3 agreements and the like. So we're going to stick to that
4 point. Okay?

5 MR. DINNER: Your Honor, I hear what you're
6 saying. However, of course I wasn't involved previously in
7 any of this. I haven't had a chance to have my -- put forth
8 my position with regard to successor liability. And all I
9 have is a literally one sentence allegation in a complaint
10 that there's successor liability. So I think I'm entitled
11 to know what they have that they think supports that
12 allegation and meets their requirements for pleading.

13 THE COURT: I'm going to continue dealing with the
14 issue that I am trying to deal with. And I will come back
15 to your point before we conclude today. Thank you.

16 MR. DINNER: Thank you.

17 THE COURT: Let's resolve this issue.

18 MS. ADLER: Your Honor, I just want to make that
19 point that if we put subject matter jurisdiction to the
20 side, because that is not waivable, these documents, which
21 were, quote, integral to the complaint within the way -- and
22 therefore could well be considered by the Court on a
23 12(b)(6) motion. That's the Time V. Chambers and their
24 progeny cases law, we will I think be unable to bring a
25 12(b)(6) if we don't do it within 60 days and we don't get

1 these critical and integral documents prior to the 60th day.
2 And we won't unless, you know, we get this resolved.

3 THE COURT: Well, I am not going to -- there is a
4 practicality factor here. Okay? The first thing you need -
5 - about 15 minutes ago you're telling me we don't even know
6 what the loans are, right? Okay? So first you're going to
7 get the loan files. Then you're going to actually know what
8 you're talking about to the extent that you don't already
9 know. Then in a second wave you'll get these other
10 documents.

11 MS. ADLER: I think those are different, Your
12 Honor. And I just want to make the point --

13 THE COURT: Ms. Adler, I know that they're
14 different. I understand that they're different. My point
15 is you have to walk before you can run. And there is no way
16 that I'm going to deprive you of your right to make a
17 substantive motion that you learn of or become aware of as a
18 result of document production that you receive after any
19 timeframe in this order, period, full stop. Not going to
20 happen.

21 MS. ADLER: Okay, Your Honor.

22 THE COURT: Okay?

23 MS. ADLER: I respect that. Just so I'm clear, if
24 you answer on the 60th day because you don't have these
25 documents --

1 THE COURT: Yes.

2 MS. ADLER: -- but production of them supports a
3 12(b)(6) -- not necessarily summary judgement, 12(b)(6), so
4 you can arguably stop proceeding --

5 THE COURT: That you only became aware of as a
6 result of documents that you didn't theretofore have.

7 MS. ADLER: Right. Okay.

8 THE COURT: If you could have brought the motion
9 before and you didn't, you're done. If you get documents
10 that reveal the basis for a motion to dismiss that you
11 didn't have before, I think you should be entitled to bring
12 the motion. Help me out here.

13 MR. MAHER: Your Honor, I think technically it
14 would be a motion for summary judgement.

15 THE COURT: I do, too.

16 MS. ADLER: Well, my point, Your Honor, though, is
17 if it would predicate a motion to dismiss, a successful
18 motion to dismiss, you shouldn't -- a defendant should not
19 be held to the burden of having and expense of having to
20 proceed with discovery to get through to summary judgement.
21 That would be the point.

22 THE COURT: Now we're into just different labels.
23 You get documents and you open the documents and you say ah-
24 ha, I have a dispositive motion. Okay? This is not my
25 loan, whatever it is that you want. Whether we call that --

1 I don't think that's a 12(b)(6) motion. I think that that's
2 a summary judgement motion. You're at the same place. You
3 are literally at the same place drafting a document that
4 says as a matter of law I'm allowed to be -- I should be out
5 of this case. Period. That's what you want.

6 MS. ADLER: I'm actually -- that is true. I would
7 agree with the Court, obviously that is a summary judgement
8 motion. It occurs to me that there could be language in a
9 trust agreement or an assignment agreement that basically
10 would support a 12(b)(6) that shows that either the
11 plaintiff has not pled or could not plead the elements of
12 their claims. For example, that they had no good defenses,
13 which is one of the elements in an indemnity claim. And you
14 would be able to get the benefit, or arguably should be able
15 to have the opportunity to get the benefit of that document
16 which is, unless a matter of public record, a document
17 exclusively in the plaintiff's possession or control or
18 custody prior to waiting to make a summary judgement motion.
19 That's my point. That's my point. And I don't think it's
20 unreasonable to ask for critical documents on which they
21 rely --

22 THE COURT: In a normal case, what would the rule
23 be? In a normal case.

24 MS. ADLER: The normal case on a 12(b)(6) is that
25 the court can take judicial notice, and should, of documents

1 that are integral to the complaint without turning it into a
2 summary judgement motion. And integral to the complaint
3 means -- and we cited the cases in that letter we sent
4 January 30. Integral to the complaint means documents that
5 the --

6 THE COURT: I understand.

7 MS. ADLER: -- plaintiff either references and
8 incorporates or relies upon in crafting its complaint.

9 THE COURT: I understand.

10 MS. ADLER: Thank you. Or possibly a 12(c)
11 motion, that's true, on the pleadings. But --

12 MR. MAHER: Your Honor, this issue was actually
13 already addressed in the current order.

14 THE COURT: Show me.

15 MR. MAHER: It's in Reservations, 11 is on Page
16 15. B, it said, "Nothing in this order prevents any party
17 from filing a summary judgement motion at any time." We
18 believe it would be a summary judgement motion after we get
19 past the pleadings.

20 THE COURT: Where is that? I'm sorry.

21 MR. MAHER: This is Reservations 11B on Page 15.
22 "Subject to local Rule 70561 and accordance with any
23 applicable rule, nothing in this order prevents any party
24 from filing a motion for summary judgment at any time."

25 So she can get whatever documents she thinks are

1 important in discovery and make a motion for summary
2 judgement.

3 THE COURT: That's what I think. I just --

4 MS. ADLER: Your Honor, I don't agree with that.
5 Because you have this body of law that enables you, if the
6 documents are there and integral to the complaint, to make a
7 12(b)(6) without converting it to a summary judgement. And
8 we all know that one could make a summary judgment motion at
9 any time, and maybe some of us may, that it's easy to defeat
10 summary judgment by finding questions of fact that need to
11 be resolved with additional discovery. Right? So it
12 doesn't really preserve one's procedural rights with respect
13 to the documents that they rely on.

14 THE COURT: Well, I will give you a safety vale
15 with respect to a dispositive motion based on information
16 contained in documents that were produced subsequent to the
17 deadline be otherwise applicable for making such motion.
18 That's just the only way to do it. But I'm going to
19 strictly enforce it. I mean, you can't -- this is not
20 intended to be to create multiple, multiple, multiple
21 rounds.

22 MS. ADLER: Understood, Your Honor.

23 THE COURT: All right?

24 MS. ADLER: That's why I was asking for it up
25 front, precisely to avoid --

1 THE COURT: But they can't do it up front. But do
2 you want them to -- I mean, if they were to say they're
3 going to send all these documents to you within 60 days --

4 MS. ADLER: Well, it would have to be -- it would
5 either have to be at least within 45 so you had a couple
6 weeks to be with them, or --

7 THE COURT: So I mean, you know --

8 MS. ADLER: -- or we could -- I'm not looking to
9 extend backwards the time to respond to the complaints. I'm
10 really not. I understand. We all want to move this
11 forward, Your Honor. We're fine with that. But we want to
12 do it with appropriate wherewithal.

13 MR. MAHER: Your Honor, we --

14 THE COURT: I don't have a visibility into where
15 the plan administrator is in terms of being able to produce
16 this category of documents.

17 MR. MAHER: Your Honor, it's a broad category of
18 documents.

19 THE COURT: It is.

20 MR. MAHER: It's not just -- we're not in a
21 position to --

22 THE COURT: Okay.

23 MR. MAHER: -- be able to produce it in that
24 timeframe.

25 THE COURT: Okay. But I'm not going to cut off

1 their rights to make a substantive/dispositive motion based
2 on documents that they don't have until some later date.
3 How could I do that? I'm really struggling to understand
4 how I could do that.

5 MR. MAHER: Your Honor, it's a summary judgement
6 motion. It is a document that they have that they think is
7 dispositive after the pleadings.

8 THE COURT: I agree. But Ms. Adler seems to have
9 something else in mind. And I can't --

10 MR. MAHER: Yes. She wants all the discovery from
11 Lehman preloaded before she files a motion to dismiss so she
12 can rummage through it and try to figure out what she's got
13 with the discovery in the guise of a motion to dismiss when
14 it's really evidence which is in the guise of a motion for
15 summary judgment.

16 THE COURT: I am not going to hear from six people
17 on this point.

18 MR. SALTER: I think everyone's in agreement with
19 each other. So what Lani's talking about is a Rule 12(c)
20 motion, which is after the pleads are closed.

21 THE COURT: Did you just hear me say I'm not going
22 to hear from six people on this point?

23 MR. SALTER: They're in agreement. They're both
24 saying the same thing, Your Honor, is that Rule 12(c) allows
25 her to make a dispositive motion shortly after the pleadings

1 are closed, after you give the documents. So the right that
2 she wants, she already has that right. So I don't think
3 that we need to be talking about it.

4 MS. ADLER: What I understand the judge, you to be
5 saying, Your Honor, just so I'm clear with the proposal
6 you've made, is that Mr. Maher and I may debate whether
7 there's a summary judgement, but we will answer or do
8 whatever by the 16th day. And if documents produced
9 thereafter in our opinion, in my opinion support a 12(b)(6),
10 we won't be precluded from making that 12(b)(6) even though
11 we will have already answered. So it would be somewhat
12 procedurally unique.

13 THE COURT: This is just -- I'm taking a break.
14 You people talk to each other. Because this is ridiculous.
15 All right? It's 25 of one. I'll be back in ten minutes. I
16 suggest you talk to each other and work out something that
17 makes sense. Because we're arguing over nothing.

18 MS. ADLER: Thank you, Your Honor.

19 (Recess)

20 THE COURT: All right. Any progress on the issue
21 that I left you with?

22 MR. MAHER: Your Honor, during the break we
23 attempted to agree to Your Honor's suggestion, which was
24 similar to Mr. Salter's suggestion, which we would also
25 agree to, which is there would be a poppet valve in the

1 event that they wind up finding out something later on. And
2 we can include that in the order.

3 THE COURT: Okay.

4 MR. MAHER: And we thought that that would resolve
5 the issue, but it doesn't. Because Ms. Adler now is adding
6 a new request which is, well, I want the assignment
7 agreement within a defined timeframe beyond the 60 days. So
8 I want specific documents that she wants to have us produce
9 on some schedule as opposed to the original protection,
10 which was I just need it as a poppet valve.

11 So the demands keep changing, Your Honor. We
12 agree with Your Honor's suggestion or Mr. Salter suggesting
13 that 12(c) would also cover it. And we're happy to include
14 that in the order, Your Honor. Ms. Adler wants to make it
15 an additional request or demand.

16 MS. ADLER: Your Honor, I don't think that's
17 entirely accurate. What -- the suggestion that we agreed
18 upon, or the piece of it that we agreed upon, is that
19 defendants would not waive their right to bring a 12(c)
20 motion for judgement on the pleadings within a reasonable
21 time after the documents that would predicate such a 12(c)
22 motion would be -- and since those 12(c) motions have to be
23 brought within, quote, a reasonable time after you file your
24 answer, we would work out something on the timing. But I
25 don't want to be in a position where the production of the

1 assignment agreements is backloaded and not produced in a
2 realistic, reasonable period of time, 60 days, 90 days, 120
3 days, because then it kind of defeats the purpose. Why are
4 we going through all the --

5 THE COURT: What's the time period for the
6 production of the group of documents that are reflected in
7 for trust agreements, the LPAs, the broker agreements, et
8 cetera? What's the time period?

9 MS. ADLER: There is none.

10 MR. MAHER: Those documents would be produced in
11 the ordinary course on behalf of all defendants --

12 THE COURT: Right.

13 MR. MAHER: -- when we get a document request --

14 THE COURT: Right.

15 MR. MAHER: -- from them that we would respond to.

16 THE COURT: Right. So that's what we're going to
17 do.

18 MS. ADLER: Your Honor --

19 THE COURT: That's what we're going to do.

20 MS. ADLER: Your Honor, just so I can be clear --

21 THE COURT: That's what we're going to do. You're
22 going to produce a document request like people in normal
23 litigation, and they're going to produce documents to you.
24 And then if you have a dispositive motion, you're going to
25 get to bring it. If you have a dispositive motion based on

1 the documents that you've then receive pursuant to document
2 requests like people do in normal cases every day, you're
3 going to get to bring that motion.

4 MS. ADLER: So two points, Your Honor. First --

5 THE COURT: Ms. Adler, that's my decision. I'm
6 not going to continue --

7 MS. ADLER: I respect that --

8 THE COURT: I'm not going to continue to argue
9 with you.

10 MS. ADLER: I'm asking in view of the complaint
11 statement, that it arises out of that the dispute arises out
12 of the Defendant's sale to LBHI's assignor, how we avoid a
13 situation where the Defendant -- or the Plaintiff, sorry,
14 for strategic reasons doesn't produce those assignment
15 agreements and other critical documents until late in
16 production. That's the concern.

17 MR. MAHER: Your Honor, she's re-arguing the point
18 you just ruled on.

19 THE COURT: I just -- if I wanted to spend a lot
20 of time talking about things that each of you could do
21 strategically and tactically to make the other side
22 miserable, I could be here for several hours. So we're
23 going to assume good faith. And if there's evidence of bad
24 faith, someone's going to bring it to my attention. But
25 we're now speaking out of both sides of our mouth.

1 Everyone's upset because this is a group process and you
2 don't want to be prejudiced. We want it to be like a normal
3 litigation. But in a normal litigation, document production
4 and motion practice would roll out the way the plan
5 administrator is providing. So we're trying to do this
6 bespoke procedure that moves things along that preserves
7 people's rights. I can't proceed on the evil-doer
8 assumption that you just outlined. I understand you have a
9 particular interest in one or more categories of these
10 documents. You're going to get them pursuant to the normal
11 course of document production, and you're not going to be
12 deprived of your right to make a motion based on those
13 documents, period.

14 MS. ADLER: Thank you, Your Honor.

15 THE COURT: Okay? So what is going to be the
16 operative language with respect to what I call the phase two
17 documents, the normal other documents that are going to be
18 pursuant to the document requests, right?

19 MR. MAHER: Yes, Your Honor.

20 THE COURT: So it's not going to be -- the
21 language in 4A is going to be stricken through, correct?

22 MR. MAHER: Correct. Yes.

23 THE COURT: Okay. And then do you need to add
24 anything to the reservation of rights to make clear that
25 none of the Defendant's rights are -- there's a reference to

1 the local Rule 7056. Do you want to add a reference to -- I
2 mean, you always have your rights under the Federal Rules of
3 Civil Procedure.

4 MR. MAHER: I think your comments on the record
5 are sufficient, Your Honor.

6 MS. ADLER: I can -- we can append your comments
7 on the record, Your Honor. I mean, I guess what arises is
8 if you want to make a 12(c) motion for judgement on the
9 pleadings after these documents have been produced, do you
10 then write a letter to the court requesting permission? You
11 know, we just haven't really thought this all through.

12 THE COURT: Well, because it's being unnecessarily
13 complicated. The fact of the matter is that the types of
14 things that you're talking about fit into the rubric of a
15 summary judgment motion. So what do you want, Ms. Adler?
16 What do you want that covers your point?

17 MS. ADLER: I want language that says that
18 defendants have the right to move under rule 12(c) within 60
19 days of receipt of the documents that we had listed here,
20 any of the documents.

21 THE COURT: So add a paragraph that says nothing
22 in this order will be construed to waive or limit the
23 applicable right of a party to make a motion under Federal
24 Rule of Civil Procedure -- or bankruptcy rule of civil
25 procedure 12(c) within X number of --

1 MS. ADLER: Well, it's a little different.

2 Because a 12(c) motion would otherwise have to be brought
3 within, quote, a reasonable time of the --

4 THE COURT: I was saying a timeframe, but you
5 spoke over me.

6 MS. ADLER: I'm sorry, Your Honor.

7 THE COURT: Mr. Maher, did you want to say
8 something?

9 MR. MAHER: No, Your Honor. We accept Your
10 Honor's revision.

11 THE COURT: All right.

12 MS. ADLER: I'm sorry, Your Honor, I didn't catch
13 the timeframe because I spoke over you.

14 THE COURT: You said 60 days, right?

15 MS. ADLER: Sixty days after receiving any of the
16 documents, right?

17 THE COURT: Yeah, right. Okay. And then is there
18 any issue with respect to Paragraph 4D?

19 MS. HENDERSON: Your Honor, Tracy Henderson here.
20 The issue is that we want these documents to be delivered by
21 the parties pursuant to the normal course of a document
22 production as well. In our meet and confer attempts, it
23 became clear that the word begin to collect means more than
24 to gather the organization charts and put them on a desk and
25 be ready to produce. It actually means the formal

1 collection process in ESI. So this is premature. It
2 precludes a formal document demand and it does not allow the
3 right to respond and potentially object to these.

4 So we would just seek to have these be pursuant to
5 the normal course of document production process.

6 I believe, Your Honor, Mr. Price on the phone may
7 have some additional comments on that.

8 THE COURT: Hold on, please. Just let me read the
9 language again.

10 MR. MAHER: Your Honor --

11 THE COURT: Please. May I please have a moment to
12 just read what's on the page?

13 I don't understand this.

14 MR. BIALEK: Your Honor --

15 THE COURT: I don't understand what the problem is
16 with this paragraph.

17 MS. HENDERSON: It's the same issue with asking
18 for the broker agreements and the assignments earlier than a
19 document production demand. It's the same issue, Judge.
20 They want particular documents early. In addition, they
21 want not only the documents to be gathered, as I first
22 interpreted collect to mean --

23 THE COURT: It says -- let's read this, okay?

24 "Except as otherwise provided and while the parties are
25 negotiating search terms and custodians, the parties shall

1 begin to collect the following categories of documents: loan
2 files, policies and procedures documents, documents
3 regarding the seller's guide, servicing files, claim
4 tracking spreadsheets."

5 What's the problem with that?

6 MS. HENDERSON: It precludes the document demand,
7 Your Honor. This will go into effect the moment the case
8 management order is entered. And collection --

9 MR. BIALEK: Your Honor, we've given them our
10 document demands, draft document demands in December. So
11 they know that -- and even with --

12 THE COURT: You guys just said you want them to
13 produce loan files within 30 days. Right? So now you don't
14 want them to do that?

15 MS. HENDERSON: No, Your Honor. We want -- just
16 as they are objecting to the assignment agreements and they
17 want them to be part of a formal document demand and
18 response process, similarly, we want these particularized
19 documents to be part of the formal document demand and
20 response process.

21 THE COURT: I am just completely lost. This says
22 while you're negotiating ESI terms -- okay, which is going
23 to be just a load of fun in this case -- okay, a load of fun
24 -- that people should go out and start collecting the stuff
25 that everybody knows you need. The loan files. What's the

1 problem with that?

2 MS. HENDERSON: Your Honor, ESI process is
3 premature is the problem. The ESI process starts with
4 meeting and conferring with your client --

5 THE COURT: No, no, no, no, no. The ESI process
6 involves search terms and custodians, right?

7 MS. HENDERSON: Which you typically do first.

8 THE COURT: I understand that. But in a typical
9 case, you don't have -- you just got done arguing to me
10 vociferously all the important stuff that you know that you
11 need, that you want right away. But now you're telling me
12 oh, no, no, we have to have a negotiation over ESI terms.
13 That's not true. There are loan files, there are servicing
14 files, there are discrete categories of documents that are
15 not dependent on search terms. What am I missing here?

16 MR. MAHER: You're not missing anything, Your
17 Honor. We have -- and just for the record, Your Honor, we
18 have spent literally months at the estate trying to collect
19 these loan files to be able to produce them in an organized
20 fashion and in a timely manner. And that was part of the
21 issue that we were trying to address with you earlier in
22 terms of the timing.

23 What this is saying is when the shoe is on the
24 other foot, the Defendants don't want to have to do that.
25 So we want to move this case forward efficiently. We not

1 only want to collect the loan files, we want to collect all
2 these other categories of documents as well. The Defendants
3 don't want to have to do that. And so they're objecting to
4 them having to do anything until much later after the ESI
5 protocol is negotiated. Even though they already have our
6 document requests, uh, and have and them since early
7 December when we were here in court and we said, Your Honor,
8 we're going to give them our document request so there's no
9 misunderstanding about what we're going to be seeking. W
10 gave them to them. They have them now for, what, three
11 months? And they're not even going to start collecting the
12 stuff that we've already asked for under their proposal.

13 What we're saying is let's move forward
14 efficiently. Both sides, us too. We're going to start
15 collecting this stuff and producing it. But they should
16 have to do it, too.

17 And the other group of defendants, the larger
18 group of defendants, agreed that this is reasonable. What
19 we have here and what we've had here all day is this group
20 saying I want to take what the negotiation starting point
21 was and I want to renegotiate that more in my favor, and I
22 don't want to have to do anything on my side to collect any
23 documents in order to move this process forward efficiently.

24 THE COURT: In order to comply with your
25 obligations as counsel, you must have something. You have

1 stuff, right?

2 MS. HENDERSON: Your Honor, if I could just focus
3 the issue possibly. The issue is on collect, if in fact
4 collect means hard copy and not ESI formal collection
5 process, we suggested in our meet and confer to add back the
6 word collect hard copy documents. That would solve the
7 problem.

8 THE COURT: No. I'm sorry. If you -- if --

9 MS. HENDERSON: otherwise, Judge, it's the same
10 argument Mr. Maher made earlier. We just want it pursuant
11 to the normal document production process so we have the
12 opportunity to create a record with a response and object,
13 and then have our time to collect.

14 THE COURT: What are you talking about? You can -
15 -

16 MS. HENDERSON: I'm sorry. I understand I'm
17 confusing, Your Honor.

18 THE COURT: In my experience, lawyers can spend
19 weeks and months negotiating search terms. Okay? Weeks and
20 months. In this case, we are blessed with knowing that
21 there are these categories of documents that we need. And
22 what you're saying is you are unwilling to go -- and again,
23 to take you up on your desire to be treated as if all these
24 people weren't here. You have clients. You can pick up the
25 phone and sit down with them and say hey, do you have loan

1 files on your system? Great, produce them. Hey, do you
2 have policy and procedures files? Great, produce them.
3 That doesn't require ESI search terms.

4 MS. HENDERSON: In my place, Your Honor --

5 THE COURT: You can do your ESI search terms
6 afterwards to say but not loan files. It's not duplicative.

7 MS. HENDERSON: It's just a time-consuming
8 process, Judge. And I would just turn it back -- I would be
9 happy to exchange documents informally. I have called and
10 asked for the assignments, Your Honor. I've called and
11 asked for the trust agreements.

12 THE COURT: No, you're changing the subject now.
13 You don't want to do anything.

14 MS. HENDERSON: That's not true, Judge.

15 THE COURT: Well, then you're going to start to
16 collect your documents.

17 MS. HENDERSON: We just want all of the documents
18 requested by both sides to go through the normal document
19 production process. That's it.

20 THE COURT: Ms. Adler just got done arguing with
21 me for 15 minutes about how she would like tomorrow for them
22 to produce trust agreements and loan purchase agreements and
23 assignment agreements. There was no mention of a normal
24 process. So if there's going to be a normal process, there
25 is going to be a normal process. There is not going to be a

1 they have to -- because they know about these documents that
2 are super-important to you, they have to produce them first,
3 and because there are these documents that you must have --

4 MS. HENDERSON: Why isn't it the same, Your Honor?
5 Why isn't the standard the same for both parties?

6 THE COURT: They're starting to produce their -- I
7 ordered them to start producing loan files within 30 days.

8 MS. HENDERSON: The loan files are an isolated
9 issue. That's a separate issue here. Judge, the point is
10 that in a normal document production process, you start
11 meeting and conferring with your client, you identify
12 custodians and network map, and you're starting with a
13 document demand. And you have 60 days according to the CMO
14 to do the response to the document demand. And in there
15 you're afforded the right to object. After the 60 day --
16 the response is produced, then you begin the ESI collection.
17 That's the request, Judge.

18 THE COURT: Ms. Henderson, you're -- the documents
19 that are in this paragraph, there's going to be no objection
20 to them. If you have loan files, you need to produce them.
21 If you have policies and procedure documents, you need to
22 produce them. If you have documents regarding the seller's
23 guide, you need to produce them. If you have servicing
24 files, you need to produce them. We're not going to be
25 discussing that.

1 MS. HENDERSON: No, I agree. I agree.

2 THE COURT: Okay. So then produce them.

3 MS. HENDERSON: It's the ESI collection portion is
4 premature before a document demand has even been served,
5 Judge. This is what this case management order requires, is
6 for us to formally collect. That's the issue.

7 MR. MAHER: Your Honor, you're exactly correct and
8 you're put your finger on it. They have our document
9 requests now for three months. They asked for these things.
10 They don't want to lift a finger and do anything to start
11 producing them. We want to move the case forward. We're
12 willing to start collecting and producing these materials.
13 We spent three months already putting tighter protocols that
14 we can try to produce the loan files in a timely fashion.
15 We're going to --

16 THE COURT: You are making this more complicated
17 than cases that are orders of magnitude in fact more
18 complicated. This has become unnecessarily complicated.
19 There is no reason why with respect to these discrete
20 categories you cannot do what this language says, which is
21 while you're negotiating the search terms, you begin to
22 collect these categories of documents. That's acting in
23 good faith. While they're doing what they're doing, they're
24 going to begin to collect the broker agreements, and the
25 loan purchase agreements, and the trust agreements, and

1 everything else.

2 MR. PRICE: Your Honor --

3 MS. HENDERSON: I hear Your Honor. Go ahead,
4 Gifford.

5 MR. PRICE: Your Honor, it's Gifford Price. And I
6 know we want to cut through this quickly, and I appreciate
7 your patience on it.

8 THE COURT: Well, cutting through this quickly
9 left the building about two hours ago.

10 MR. PRICE: I can understand that. I believe it.
11 If Your Honor could (indiscernible) I think I have the
12 understanding of what they're saying. Obviously the loan
13 documents that we have, or loan files like they have done
14 are going to work to deal with that.

15 The other category that they were asked to produce
16 ahead of time, they are going to do by the usual procedure
17 of a request for production and a response. And we said
18 that they have a request for production (indiscernible) or
19 whatever so we can respond. So other than the loan file, it
20 seems these other categories, just like their other
21 categories, should be requested in the normal course of
22 requesting documents --

23 THE COURT: I'm sorry, you are literally -- you
24 are literally --

25 MR. PRICE: -- to the normal answer and response

1 (indiscernible) process. And the language -- of course
2 people can start collecting things, and that's what the
3 language says (indiscernible), but that's not what they say
4 in their chart (indiscernible) collecting. And I agree.
5 People can start collecting. The only point is loan files
6 like they have if they're going to put together and try,
7 we'll try to collect those and have -- and then look for a
8 reasonable production. The other things they can just do by
9 the normal request for production, and I think that solves
10 the problem and it makes it equal.

11 THE COURT: Paragraph 4D says, "Except as
12 otherwise provided herein, while the parties are negotiating
13 search terms and custodians, the parties shall begin to
14 collect the following categories of documents: loan files,
15 policies and procedures documents, documents regarding the
16 seller's guide, servicing files, claims tracking
17 spreadsheets, applicable underwriting guidelines, hard copy
18 communications regarding the parties' contracts,
19 organization charts, quality control documents, and
20 documents related to successor liability to the extent that
21 such production is practical without the use of search
22 terms."

23 MS. HENDERSON: Is that Your Honor's addition?

24 THE COURT: That's what this language says.

25 MS. HENDERSON: Oh, on the next page. I'm sorry,

1 Your Honor.

2 THE COURT: That's what we're going to do.

3 MR. PRICE: I suppose to the language there of
4 course in that section (indiscernible) and written here to
5 all of the media, (indiscernible) with the rules provided
6 with respect to obligations as well as reservation of rights
7 (indiscernible), because we can dispute some of that and I
8 see that B does provide for that.

9 THE COURT: I'm sorry, I don't know what you're
10 talking about.

11 MR. PRICE: Well, reservation of rights. It says
12 without waiver of the parties' discovery rights and
13 obligations (indiscernible) giving up our rights obviously
14 from a bring bringing documents together or production with
15 respect to any concerns of production for privileges or what
16 timeframe we're looking for or issues of that nature because
17 that shouldn't (indiscernible) preserved here in Section B.

18 THE COURT: Could we try together to stop
19 retreading the same ground? Nothing in this order is
20 depriving anybody of their rights to assert attorney-client
21 privilege, to make substantive motions. This is not a game
22 of gotcha. Could we just apply some common sense here,
23 please?

24 We're going to move on. Page 12, Paragraph B.
25 Now, have we already taken care of this? I've lost track.

1 MR. BIALEK: We have, Your Honor.

2 THE COURT: Anybody disagree?

3 MS. HENDERSON: No, Your Honor.

4 THE COURT: Okay. Page 13, Paragraph C. In
5 Paragraph C there's no hard date.

6 MS. HENDERSON: Your Honor, I believe we met and
7 conferred and reached a compromise on the C --

8 THE COURT: The problem --

9 MS. HENDERSON: -- but there was just not enough
10 time to put it in before we got here, Your Honor.

11 THE COURT: Oh.

12 MS. HENDERSON: Where we suggested a compromise.

13 MR. BIALEK: Your Honor, I don't actually recall
14 that. But if the compromise is 45 days, we're fine with
15 that.

16 THE COURT: Wait. I'm sorry.

17 MR. BIALEK: Are we on C on page --

18 MS. HENDERSON: 13C.

19 MR. BIALEK: 13C.

20 THE COURT: Yeah.

21 MS. HENDERSON: Yeah. I believe that the offer of
22 compromise was 90. And it was -- originally 60 was posited.
23 I'm talking about the first line.

24 THE COURT: There are two dates. The --

25 MR. BIALEK: Oh, I'm sorry, I didn't see the two

1 dates.

2 MS. HENDERSON: I'm talking about two.

3 THE COURT: Two dates.

4 MS. ADLER: We could agree on 45 toward the --

5 MS. HENDERSON: Yeah, we --

6 MS. ADLER: -- the last one.

7 MS. HENDERSON: To split the baby. We offer to
8 split the baby.

9 MR. MAHER: Your Honor, this is an indication of
10 the degree of minutiae that we are not able to agree upon --

11 THE COURT: Let's just --

12 MR. MAHER: I'm trying to give you as much notice
13 as possible about a dispute. And so we said 60 days.

14 THE COURT: Parties shall meet and confer no later
15 than -- but how do you know when that day occurs? What's
16 the --

17 MR. BIALEK: We have a date set forth. I believe
18 it's April --

19 MS. HENDERSON: I believe it's Page 12E, at the
20 top, Your Honor. I believe that's --

21 MS. ADLER: It's 13 months.

22 MS. HENDERSON: Thirteen months. So whatever 13
23 months is.

24 THE COURT: I'm sorry, I missed that. Where was
25 that?

1 MS. ADLER: Page 12 --

2 MS. HENDERSON: E.

3 THE COURT: Thirteen months from -- thank you.

4 Okay.

5 MS. HENDERSON: You're welcome. So that's
6 determinant on Your Honor's entry of the order.

7 THE COURT: Thank you. Okay. So do you have an
8 agreement on this? The meet and confer shall be no later
9 than how many days before the completion?

10 MS. HENDERSON: Your Honor, I met and conferred
11 with Brent and I had offered 90. And his response was he
12 had to talk to his client and there wasn't enough time. So
13 we haven't had a chance to meet and confer prior to today on
14 that. So the offer of compromise is 90.

15 MR. MAHER: Your Honor, the thought process is we
16 should meet and confer as long in advance as possible to try
17 to reach agreement. And if we can't reach agreement, come
18 to you with sufficient advance notice that you can be able
19 to --

20 THE COURT: Ninety days before the discovery
21 should be fine.

22 MR. MAHER: Okay.

23 THE COURT: Right? So we're going to do 90. But
24 then if the parties are unable to agree on a protocol,
25 parties shall inform the court no later than --

1 MS. ADLER: I think the compromise there as 45
2 days, in the middle, Your Honor.

3 MS. HENDERSON: That was the offer.

4 THE COURT: We'll call it 45 days. Okay. Then in
5 D the language is not crisp. Provided that third party
6 depositions -- you mean that they -- you can notice them,
7 but they're not going to occur earlier than X number of days
8 after the entry of the order. Right?

9 MR. MAHER: Correct.

10 MS. ADLER: The Defendants thought that date
11 should be 90 days and the Plaintiff thought it should be 180
12 days. And we've come up with 120 days. And the reason is
13 that third party discovery is third party discovery, and it
14 may speak to a motion that some defendant wishes to make.

15 THE COURT: And why wouldn't you want to do it
16 sooner?

17 MS. ADLER: Well, we had 90. I'm offering it as a
18 compromise. It was the Plaintiff that wanted it later.

19 MR. BIALEK: Yeah. Your Honor, the group one of
20 defendants and the plan administrator thought 180 days was
21 appropriate. Obviously there's a lot of stuff going on in
22 the first, as group two here as described. Motion practice,
23 producing documents, doing document requests, responding.
24 To put this earlier is just going to wreak havoc.

25 THE COURT: But this is what I don't understand

1 about the language. This is in the negative, "Will not be
2 notice to occur." Nothing precludes you from doing it be
3 later. This just says that you can't do it within this
4 period of time.

5 MS. ADLER: Right. So our point was you couldn't
6 take a third party deposition within 90 days of after entry
7 of the order, but you could thereafter if you saw it
8 appropriate. We didn't think one should have to wait six
9 months after entry of the order --

10 THE COURT: Give me an example of a third party
11 that you're talking about.

12 MS. ADLER: ALS, the servicer. I'm pulling that
13 out of the ether. If you had a bridge claim where the
14 contention was you didn't have a qualified appraiser, you
15 might take a deposition of the appraiser to show that indeed
16 the appraiser was in fact qualified at the time. I'm making
17 things up, Your Honor.

18 THE COURT: Yes, you are.

19 MS. ADLER: Well, you asked for examples.

20 MS. HENDERSON: Your Honor, what the plan
21 administrator is concerned about is if they're going to go
22 out and attempt to depose owners of property or, you know,
23 all across the country thousands of them that this -- if
24 that's what they're going to do or something like that, we'd
25 like it future out than right away.

1 MS. ADLER: Well, our position is --

2 THE COURT: You're not even going to have all the
3 documents at that point.

4 MS. ADLER: Right. So you may not make the thing,
5 but you shouldn't be precluded from doing so. And I'll
6 point out that when we --

7 THE COURT: But you're --

8 MS. ADLER: When we were concerned about being so
9 front-loaded with so many deliverables in the first 60 days
10 --

11 THE COURT: Right.

12 MS. ADLER: You know, the Plaintiff made light of
13 that.

14 THE COURT: So this is the exact opposite point.
15 Right? You've got all these deliverables that you've got to
16 do early. You want them to produce documents early. But
17 now you want the ability to go out and do this stuff early
18 while you're busy doing all that other stuff that for the
19 purpose of third party discovery doesn't bother you.

20 MS. ADLER: It's simply the opportunity. You may
21 or may not avail yourself of it. But again, it's third
22 party discovery. They shouldn't really be controlling to
23 any substantial -- in any real way your ability to take --

24 MR. MAHER: Your Honor, respectfully, this is an
25 issue of little to no importance.

1 MS. ADLER: -- third party -- to obtain third
2 party discovery.

3 MR. MAHER: We already reached agreement with a
4 large group of defendants on this number. Here was have Ms.
5 Adler, who represents one defendant, dominating the
6 conversation to try to argue hypothetically for a different
7 number on an --

8 THE COURT: We're going to go with 180 days.

9 MS. ADLER: I just want to point out the
10 inconsistency, Your Honor, with respect to --

11 THE COURT: No. I've already pointed out the
12 inconsistency, Ms. Adler. And I've already made a decision
13 on this point.

14 MS. ADLER: I -- I --

15 THE COURT: And I would appreciate it very much if
16 you would refrain from continuing to argue the point.

17 We're on Page 13, Paragraph G.

18 MR. BIALEK: Your Honor, this is a point that we
19 raised when we were at agreement with group one regarding --
20 this is an issue that came up in the RFC case where they had
21 a problem identifying which contracts went with certain
22 loans and exception reports went with certain loans. We do
23 not know for sure if it's going to be a problem here. So
24 what we negotiated was that the parties would meet and
25 confer and determine if a protocol was necessary. If there

1 is one, we will attempt to establish one. If it's not
2 necessary, we will abandon the issue. And if one party
3 thinks it is necessary and the other, we'll come to the
4 court and attempt to establish something.

5 THE COURT: Can you -- I don't really understand
6 this. Can you explain this?

7 MR. BIALEK: Sure. It --

8 THE COURT: It says identify loan level contracts.

9 MR. BIALEK: Right. And that may be as simple as
10 the loan purchase agreement and broker agreement and whether
11 -- with originators there are often multiple agreements.
12 And if there is a dispute, sometimes they may have
13 addendums. So if there is a dispute as to --

14 THE COURT: I see.

15 MR. BIALEK: -- which loan is sold with which
16 agreement --

17 THE COURT: This would occur after the completion
18 of document production?

19 MR. BIALEK: We would at least meet and confer to
20 discuss a protocol no later than a 180 days after this order
21 --

22 THE COURT: That's what I don't understand. I
23 don't understand what a protocol is. Is it -- I'm sorry, I
24 just don't understand this.

25 MR. BIALEK: Right. And we would work that out I

1 think between the parties.

2 THE COURT: What are you working -- I don't
3 understand what -- I'm sorry, I just don't understand what
4 you're talking about.

5 MR. BIALEK: Right.

6 THE COURT: What's a protocol to identify --

7 MR. BIALEK: It may be a way to do it, for
8 example, through written questions where the parties can
9 reach agreement on which contracts apply to which loans. As
10 opposed to, for example, doing it through depositions. Or
11 there's a number of different ways that I think we can
12 creatively reach a resolution so as not to conduct
13 additional discovery that's not necessary. Again, it's just
14 really an agreement to meet and confer, and nothing more at
15 this point.

16 MS. HENDERSON: We have no objection to agreement
17 to meet and confer. But, Your Honor, we're on the same page
18 as you. We don't understand what the point is. I do recall
19 from the RMBS transcripts, Mr. Trump did some sort of
20 contract work with the Rollin Law -- contract matching work
21 with the Rollin Law Firm. So we're wondering what
22 defendants' role in this is. Especially considering it's
23 not our burden of proof.

24 So a simple meet and confer is fine with us,
25 Judge.

1 MS. ADLER: Or we can take it out, Your Honor, and
2 if it arises, then obviously we'll meet and confer. But we
3 weren't sure what its objective was and didn't, in my
4 opinion, get a very clear answer.

5 MR. BIALEK: Again, we agreed with the larger
6 group of defendants that also thought it was a good idea at
7 least to meet and confer on the issue.

8 THE COURT: Can you just explain it to me one more
9 time? Pretend we're at a meet and confer on this topic.

10 MR. BIALEK: Sure.

11 THE COURT: What would you say?

12 MR. BIALEK: If there are for example -- and
13 perhaps it's done through -- the meet and confer would be
14 okay, we've got multiple contracts from one originator and
15 we've got these loans during a certain time period. And
16 we're trying to --

17 THE COURT: What's a contract from an originator?

18 MR. BIALEK: A loan purchase agreement.

19 THE COURT: A loan purchase agreement.

20 MR. BIALEK: Right.

21 THE COURT: Okay.

22 MR. BIALEK: And you're trying to match up which
23 loans were sold under which loan purchase agreements.

24 THE COURT: Right.

25 MR. BIALEK: And if the parties can meet and

1 confer and perhaps decide that we can do it through notices
2 to admit or perhaps a stipulation, then that's great. If
3 not, we'll try to work out --

4 THE COURT: You're positing a situation where you
5 can't from the face of the documents tell --

6 MR. BIALEK: Exactly.

7 THE COURT: -- that certain loan files are
8 connected to certain loan purchase agreements?

9 MR. BIALEK: Perhaps.

10 MR. MAHER: There are a number of different issues
11 that might arise, Your Honor. It is intended as a broad
12 catchall to cover a whole host. That's one example.
13 Another example is there may be different seller's
14 guidelines that were produced at different times.

15 THE COURT: Yeah.

16 MR. MAHER: And so people are trying to match
17 which seller's guide and provision --

18 THE COURT: Yeah, okay.

19 MR. MAHER: So there's a meet and confer to try to
20 see if we can reach agreement on what those might be.

21 THE COURT: Okay. All right. That's fine. It
22 seems like chicken soup, frankly. It seems like a good
23 idea. Maybe something will come of it, maybe something
24 won't.

25 MR. MAHER: Correct.

1 THE COURT: I mean, do you -- to decrease the
2 burden on out-of-town folks, are you providing for the
3 ability to do some of this telephonically?

4 MR. MAHER: Everything we've done, Your Honor has
5 been --

6 THE COURT: Okay.

7 MR. MAHER: -- by group conference call.

8 THE COURT: Okay.

9 MS. HENDERSON: Which is where all the
10 disagreement between two hired attorneys comes from, Judge.
11 It's really entertaining. I was trying to lighten it,
12 lighten the situation.

13 THE COURT: Yeah, I understand. Nice try. Okay.
14 So for VII -- so that's keyed off of 6C, which is keyed off
15 of four-something.

16 MS. ADLER: The 13 months.

17 MR. MAHER: Your Honor, what might be easier is if
18 -- we have a date of the entry of the order, we can put
19 actual dates in here.

20 THE COURT: Yes. That would be great. That way
21 everybody can not have to compute, and you'd all have
22 definite dates. Okay. Okay. Do we have an issue on IX(a)

23 MR. BIALEK: It's a small issue, Your Honor. Two
24 things we were concerned about. One was if these cases
25 eventually got transferred to a district court that there

1 might be some confusion. We were trying to keep all of the
2 -- as much as possible the rules of how to do things in this
3 order itself as opposed to referring to changes.

4 Also specifically with respect to your rules,
5 there is some notion of calling chambers to set up hearings
6 or motions. And we thought it made more logistical sense to
7 keep it with a letter request as specific -- as it's written
8 here. And the first group of defendants was fine with that.
9 The second group was not.

10 MS. HENDERSON: Your Honor, no objection.

11 THE COURT: So what they want is okay?

12 MS. HENDERSON: Yeah.

13 THE COURT: Okay, good. By the way, if and when
14 we send letters, you have to send them to chamber's email.
15 Because our docket -- you know, it's constantly flashing.
16 So we won't find anything.

17 And then just a stylistic change in the last
18 paragraph on Page 16, Paragraph F, I would move up that
19 date, February 3rd, 2016, right after Roman at one, or roman
20 at (i), or whatever lawyers call that. So it would say one,
21 February 3rd, 2016, comma, in the case of defendants that
22 were subject to the original CMO.

23 MR. BIALEK: The one last point which is just in
24 here so that there's no disagreement, on Roman X we've put
25 in dispositive motions and trial, and we had later in there

1 trial readiness. Group one and plan administrator believed
2 that that was necessary so that when the case is ready for
3 trial, the court is aware of it. I believe the group two
4 here doesn't believe that there will be any trials
5 potentially in this court, so they want any reference to the
6 word trial stricken. We think it should stay in because
7 there may be cases that are tried here by people who do not
8 object to it. And also even if there aren't, there needs to
9 be some sort of trial readiness so that this court knows
10 when the case is ready for trial and can be sent somewhere
11 else.

12 MS. HENDERSON: I defer to Your Honor. I think
13 we're all exhausted.

14 THE COURT: We'll leave in trial readiness.

15 MR. BIALEK: Your Honor, I believe there's one
16 other counsel who has something to say.

17 THE COURT: Yes, sir.

18 MR. SWANSON: Good afternoon, Your Honor. Very
19 brief. Tim Swanson on behalf of Cherry Creek Mortgage
20 company.

21 THE COURT: Say it again?

22 MR. SWANSON: Oh behalf of Cherry Creek Mortgage
23 Company, Incorporated.

24 THE COURT: Yes, mm hmm.

25 MR. SWANSON: A moment of clarity and maybe just a

1 couth of cleanup.

2 THE COURT: Sure.

3 MR. SWANSON: On Page 10, footnote 5, there is a
4 reference to Cherry Creek --

5 THE COURT: Yes.

6 MR. SWANSON: -- in footnote five. We have not
7 taken any position.

8 THE COURT: Okay.

9 MR. SAWNSON: Apologies for the confusion. At
10 Docket 811 we filed a letter saying that we agree with the
11 proposal.

12 THE COURT: Okay.

13 MR. SWANSON: And to the extent Cherry Creek and
14 my firm can be stricken from that footnote, it would be much
15 appreciated.

16 THE COURT: Okay. So that footnote should come
17 out.

18 MR. SWANSON: Well, as to Cherry Creek.

19 THE COURT: Okay.

20 MR. SWANSON: There's a Webster Bank -- I don't
21 represent Webster Bank.

22 THE COURT: Okay.

23 MR. SWANSON: But you could probably put a period
24 after interrogatories.

25 THE COURT: Did you -- okay, that's going to come

1 out entirely. I think that was just like note to me.

2 MR. SWANSON: Okay. I just wanted to --

3 THE COURT: So that's not going to make it into
4 the final order.

5 MR. SWANSON: Perfectly clear. I just wanted to -
6 -

7 THE COURT: Thank you.

8 MR. SWANSON: -- clean it up. Thank you very
9 much, Your Honor.

10 THE COURT: Okay. Now, did someone want to talk
11 about successor liability earlier, on the phone?

12 MS. ADLER: I think Dean Dinner may have.

13 MS. HENDERSON: Maybe Mr. Dinner.

14 MR. DINNER: Dean Dinner.

15 THE COURT: Yeah.

16 MR. DINNER: Yes.

17 THE COURT: Sir, go ahead now, please.

18 MR. DINNER: All right. The point I was making is
19 that we were requesting -- it's a small group, a relatively
20 defined group of people, maybe 10 to 15 defendants who are
21 requesting that they receive information with regard to
22 successor liability allegations that are made in the
23 complaint. The complaint itself, at least the one as to my
24 client, only has a one sentence, one paragraph, pardon me,
25 allegation that says upon information (indiscernible)

1 Goldwater expressly or (indiscernible) assumes all debts,
2 liabilities, and obligations of CBC's mortgage loan
3 business. As a result of the foregoing, Goldwater is named
4 in this action in its capacity as successor to CBC.

5 Because it doesn't have any facts whatsoever that
6 might substantiate successor liability that you would
7 normally expect to find in a complaint, I was simply asking
8 for documentation early on that they have to have had in
9 order to have made that allegation.

10 In my client's case, for instance, my client
11 didn't even exist at the time that these loans were sold.
12 So I don't think it was unreasonable to say okay, you have
13 to have some documentation, I'd like to get that so I don't
14 have to go try and file a motion for a more definite
15 statement, I want to just see what you've got that really
16 supports that so I can validly respond to the complaint.

17 There are, as I said, others who have that
18 successor liability situation who are in the same position.
19 I apologize to the Court that you've apparently previously
20 discussed this with other defendants. But I'm part of that
21 roughly 130 group of defendants who have just recently been
22 joined in this matter.

23 THE COURT: Okay. Thank you very much. So what's
24 the plan administrator willing to do on this?

25 MR. BIALEK: It was our desire to treat it like in

1 the ordinary course of discovery and produce documents.
2 We've tried it previously, when apparently this counterparty
3 was not involved, to do expedited successor discovery. And
4 in our experience, it's actually not really worked out too
5 well for anybody, it's been costly for everybody, and the
6 result has not led anywhere.

7 THE COURT: The request here is simply to know
8 what you know, which I think is a fair ask.

9 MR. MAHER: Your Honor, we're happy to have an
10 informal dialogue and we're always open as to an informal
11 dialogue. Many of these people don't even contact us, Your
12 Honor, to have a dialogue about it.

13 THE COURT: Okay, I understand.

14 MR. MAHER: If we have a dialogue about it, we're
15 happy to have a discussion with everybody who is a defendant
16 in this case, including the people who are alleged
17 successors.

18 THE COURT: Right, okay.

19 MR. MAHER: To the extent we can't resolve that
20 informally, we think we should just go forward with the
21 normal litigation procedure.

22 THE COURT: Right. But what Mr. Dinner is saying
23 I think is reasonable. You've made an allegation on
24 information and belief. He just wants to know what you
25 know. And then he can tell you what he knows and --

1 MR. MAHER: If it worked that way, wonderful, Your
2 Honor. We are here and available to have discussions with
3 people.

4 THE COURT: Hope springs eternal. So --

5 MR. MAHER: He can call us, and we will be happy
6 to have a dialogue with him or anybody else who is an
7 alleged successor.

8 THE COURT: Okay. I mean, you know --

9 MR. DINNER: Your Honor --

10 THE COURT: Wait. Consistent with Rule 11, you
11 must have a basis for having --

12 MR. MAHER: Correct.

13 THE COURT: -- pled what you've pled. So I think
14 all he's asking is to know what you know or what you think
15 you know. So, Mr. Dinner, how about that as a starting
16 point?

17 MR. DINNER: Your Honor, that is what I want. And
18 I did indeed figure it was easiest just to call them, and
19 did call them. Matter of fact, a couple times. And
20 unfortunately we stand here today and I don't have a
21 response to that. So that's why I raised it.

22 THE COURT: Okay. Well, they're going to call you
23 back. All right?

24 MR. MAHER: Absolutely.

25 MR. DINNER: All right.

1 THE COURT: And then we can take it from there. I
2 think we're done.

3 MS. ADLER: I think so, Your Honor.

4 MS. HENDERSON: Yes, Your Honor. Thank you.

5 THE COURT: Okay. Thank you very much, folks.
6 See you next time, whenever that is.

7 MR. MAHER: Your Honor, one point of just
8 housekeeping.

9 THE COURT: Mm hmm.

10 MR. MAHER: We're going to make what we believe
11 are the changes Your Honor has authorized and ordered. And
12 we're going to submit a revised proposed order to you. But
13 in order to fill in dates on timeframes for --

14 THE COURT: Yes.

15 MR. MAHER: It's going to be December whatever or
16 February whatever.

17 THE COURT: Right.

18 MR. MAHER: We kind of need to know when the date
19 is that you're going to --

20 THE COURT: Right.

21 MR. MAHER: -- enter the order in order to --

22 THE COURT: Well, can I assume that we're not
23 going to have -- I'm not going to have competing orders?

24 MS. HENDERSON: No, Your Honor --

25 MS. ADLER: No. We just asked for the opportunity

1 to review it before it goes to you. But, no.

2 MS. HENDERSON: Judge, I think you made your
3 decisions very clear on the record. If there's any
4 confusion, we will get a copy of the transcript.

5 THE COURT: I think I did, too. Okay. So let's
6 see. Today is March 7th. So how about -- so do you just
7 want me to pick a date?

8 MR. MAHER: Yes.

9 THE COURT: So when do you think you can send them
10 a copy of the order?

11 MR. MAHER: Tomorrow.

12 THE COURT: Tomorrow?

13 MR. MAHER: Yes.

14 THE COURT: Tomorrow being Friday the 8th.

15 MR. MAHER: Yes. But this all should be non-
16 controversial. You've already made rules.

17 THE COURT: Yes, I know that. But that would be
18 unprecedented that we would have non-controversy. So I'm
19 trying to build in --

20 MS. ADLER: Hope springs eternal, Your Honor, to
21 coin a phrase.

22 THE COURT: Why don't we just say that I'm going
23 to enter an order, hell or high water, on Wednesday, March
24 13th.

25 MR. MAHER: Very well.

1 MS. ADLER: Okay.

2 THE COURT: Okay? And then you can key off your
3 dates off of that.

4 So now -- hold on, before you all go. There were
5 some motions to withdraw as counsel for some of you, right?

6 MR. SALTER: Yes, Your Honor. Blank Rome, Tim
7 Salter (indiscernible) motion to be removed as counsel for
8 Group 2000 Real Estate.

9 THE COURT: Okay. So we'll enter that. Were
10 there an others?

11 MR. MAHER: Your Honor, the only concern that we
12 have expressed previously and currently with respect to
13 counsel who withdraw is that there be a contact person for
14 the client or some other attorney who substitutes in so we
15 can communicate with somebody on behalf of the client if a
16 lawyer is leaving.

17 MR. SALTER: I provided the client with the
18 information for Adam. And then --

19 THE COURT: No. They want --

20 MR. SALTER: And this particular client, we did
21 have a settlement agreement, but I will follow up with
22 information. But, I mean, I think -- I don't remember if
23 it was in the settlement agreement or not. It might not
24 have been. So (indiscernible).

25 MR. MAHER: Okay. So we just -- we can't say

1 where are you, there's nobody here anymore and nobody's
2 responding. We need --

3 THE COURT: Okay. Can you put that in your --
4 well, I don't necessarily want to put it in an order. You
5 need to -- how are we going to do this procedurally? They
6 need to know who to talk to at the client.

7 MR. SALTER: I will send them an email
8 (indiscernible) with his name and -- email address is fine,
9 or phone number?

10 MR. MAHER: Whatever. A name, address, a
11 telephone number, an email address.

12 THE COURT: So going forward if there are
13 additional motions to withdraw, we will in each instance
14 check with counsel and make sure they know where to find the
15 client as to whom counsel is withdrawing so that we don't
16 have a situation where the client shows up in three months
17 and says oh, I didn't know what was going on. Okay. And so
18 we need those orders inward to chambers, as usual.

19 I think those were the only things that were
20 miscellaneous.

21 MS. HENDERSON: Your Honor, I had sent a letter
22 request on Hartland to meet in chambers.

23 THE COURT: Yeah. I'm not going to hear that
24 today.

25 MS. HENDERSON: Okay. Maybe we could do it

1 telephonically, Judge?

2 THE COURT: Maybe we can.

3 MS. HENDERSON: Okay.

4 THE COURT: I have to think about it.

5 MS. HENDERSON: Okay. I'll submit a request.

6 THE COURT: Maybe we can in the sense of either we
7 can or we won't at all. Not that you're going to come back
8 for it. But I have not -- I got (indiscernible) letter. I
9 haven't looked at the document.

10 MS. HENDERSON: Okay. I'll reach out.

11 THE COURT: Please.

12 MS. HENDERSON: I'll take the burden. Thank you.

13 THE COURT: All right. You folks --

14 MR. HARRIS: Your Honor, this is Alec Harris from
15 (indiscernible) another motion to withdraw. Just wanted to
16 make my appearance and let you know that we had also
17 submitted a motion (indiscernible) for hearing today and
18 that pursuant to your instructions today, we will submit
19 that proposed order.

20 THE COURT: Okay, great.

21 MR. MAHER: And hopefully they'll be sending us an
22 email with contact information.

23 THE COURT: And sending the name of a client
24 contact person.

25 MR. MAHER: Name, address, telephone number, email

1 address for a client contact.

2 MR. HARRIS: Yes, Your Honor. We will send that
3 over to counsel as well.

4 THE COURT: Okay. All right. Now I think we're
5 done. Go have some lunch. Thank you very much.

6 (Whereupon these proceedings were concluded at
7 1:39 PM)

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C E R T I F I C A T I O N

I, Sonya Ledanski Hyde, certified that the foregoing
transcript is a true and accurate record of the proceedings.

Sonya

Ledanski Hyde

Digitally signed by Sonya Ledanski
Hyde
DN: cn=Sonya Ledanski Hyde, o, ou,
email=digital@veritext.com, c=US
Date: 2020.02.04 11:03:51 -05'00'

Sonya Ledanski Hyde

Veritext Legal Solutions

330 Old Country Road

Suite 300

Mineola, NY 11501

Date: March 8, 2019

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